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## PERSONNEL

### 4000 POLICIES AFFECTING PERSONNEL

#### 4020 DRUG AND ALCOHOL-FREE WORKPLACE POLICY

The Garden County Schools are committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the Garden County Schools unequivocally endorse the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

It is unlawful and, therefore, absolutely prohibited for any employee of Garden County Schools to engage in the unlawful possession, use or distribution of illicit drugs and alcohol on Garden County Schools' premises or as part of any of Garden County Schools' activities.

Definitions: As used in this policy, prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol on Garden County Schools' premises or as a part of any Garden County Schools' activities shall mean, but not be limited to the following:

The unlawful possession, use or distribution of any substance which is declared by the State of Nebraska or any other applicable law to be an illicit substance. The unlawful possession, use or distribution of alcohol on Garden County Schools' premises or as a part of any of Garden County Schools' activities.

As used herein, the term "Garden County Schools' premises" shall mean any property whether owned, leased, or in other manner under the control of the Board of Garden County Schools.

Procedures: All employees and each new employee will receive a copy of this policy. Each employee will acknowledge receipt of this policy and will sign a form acknowledging receipt and acknowledging Garden County Schools' policy of absolutely prohibiting conduct as set forth in the policy, and further acknowledging that serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution for any failure to comply with the above-stated standards of conduct and further acknowledging that such compliance is mandatory, and further acknowledging that this policy is adopted pursuant to P.L. 101-226 34 C.F.R., Part 86, and other applicable statutes, and will further acknowledge that failure to comply with such federal requirements may put Garden County Schools' receipt of federal funds in jeopardy.

In the event the employee does not understand the terms and conditions of this policy, it shall be the duty of the employee to ask for such points of clarification of the Principal or his/her designee. It shall be the legal position of Garden County Schools to presume that the employee has understood and will abide by this policy.

In the event of any non-compliance by any employee with this policy, it shall be the duty of the Principal or his/her designee to inform any employee not in compliance about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to employees. If no such programs are available within 50 miles, then such other *programs* as may exist in the State of Nebraska shall be made known to such employee. The Principal or his/her designee shall maintain a list of such available services and shall from time to time update such list.

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Sanctions which may be taken against an employee for non-compliance with this policy may be any one or more of the following:

- An oral reprimand
- A written reprimand,
- Suspension with pay
- Suspension without pay
- Termination of employment
- Cancellation of employment
- Non-renewal of employment
- Referral to appropriate authorities for criminal prosecution
- Mandatory enrollment in in-patient care or other care as a term and
- Condition to any continuing employment by Garden County Schools. Garden County Schools will assist with the costs over and above the insurance coverage of such a mandatory program, and
- Mandatory enrollment in any training programs that are or may be provided by Garden County Schools or others relating to any of the activities prohibited by this policy. Cost of such program to be paid by Garden County Schools.

Disciplinary action to be imposed by the Principal or his/her designee shall be carried out in accordance with the established policies of Garden County Schools. However, nothing in this policy shall be construed to vest any right in any employee beyond that required by law and the manner in which each case shall be handled shall be at the sole discretion of the Principal or his/her designee subject to the Principal's approval, provided only that such action shall be carried out within the bounds of applicable law.

Conviction of an employee of Garden County Schools of any criminal statute relating to the unlawful use, possession, or distribution, of any controlled substance or alcohol, may result in disciplinary action being taken against such employee. When such conviction shall come to the attention of the Principal or other official of Garden County Schools, any employee convicted as above described may be disciplined in any manner provided by statute, the contract of the employee, any discipline in any manner provided by statute, the contract of the employee, any existing policy of Garden County Schools or any other applicable body of law. As used herein "applicable body of law" shall mean, but shall not be limited to, state and federal statutes, state and federal regulations, and any applicable case law.

As an alternative to discipline or as a concurrent requirement to the disciplinary action, less severe than the maximum disciplinary action that may be carried out against an employee as referred to in the immediately preceding paragraph, Garden County Schools, by and through its' Principal or his/her designee may require the employee to successfully complete a drug treatment program. As used herein, the term "drug treatment program" shall mean a drug treatment program sponsored by an approved private or governmental institution.

The Principal or his/her designee may require the employee to provide the Principal or his/her designee written documentation satisfactory to the Principal or his/her designee that the employee has successfully completed such program. If after care is recommended by such institution, then the Principal or his/her designee in his/her sole discretion may require the employee to enroll in such after-care program and to participate in a manner satisfactory to the provider of such after-care program. The Principal or his/her designee may require an employee

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to participate in the same manner and under the same terms as may be required by the Principal or his/her designee. The Principal or his/her designee may require ongoing reporting of such participation as a term and condition of continuing employment by such employee at the Garden County Schools. It shall be the policy of Garden County Schools to require an employee who has been charged or convicted of a violation of any statute as hereinabove referred to in this policy to report such charge or conviction to the Principal or his/her designee. Any information received pursuant to this policy may be used in any lawful manner.

Any employee having concerns about an admission hereunder constituting self-incrimination shall bear the burden of seeking his/her own legal advice regarding any such potential self-incrimination.

It shall be the policy of Garden County Schools to review biennially its entire program pertaining to the prevention of the use of illicit drugs and the abuse of alcohol by employees to determine the effectiveness of the program and to implement such changes to the program as are deemed necessary.

The Principal shall undertake such study as is deemed appropriate to determine whether the program of Garden County Schools as hereinabove referred to is accomplishing its intended goals. If the Principal determines that changes are necessary or desirable in the program, the Principal shall, on or before the regular January meeting of Garden County Schools' Board, present to the Board such changes as are proposed by the Administration in the program of Garden County Schools.

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school buildings, school utilized vehicles, and places in which school activities are held.

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the work place or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time.

Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed upon teachers who violate the aforementioned standards of conduct. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

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### **4020.1 PROHIBITION OF STAFF/STUDENT USE OF DRUGS/ALCOHOL**

The Garden County Schools' Board prohibits any student or staff member from use, possession or being under the influence of drugs or alcohol during the school day, on the school premises, or at a school activity. Violation of this rule will be cause for disciplinary action up to and including discharge/suspension. The Board reserves the right to conduct personal searches of individuals and their property located on the school premises upon reasonable suspicion that the policy has been violated.

Clearly posted notices explaining the school's right to carry out search activities will be displayed in appropriate locations throughout the building. Such posting will emphasize the school's intention to maintain a safe and healthful school environment.

The Board may, upon reasonable suspicion, require a student/employee to submit to certain tests designed to indicate the presence of drugs and/or alcohol in the student/employee's body fluids or breath.

If an employee is deemed to be in a position whereby he/she may endanger the life of students or employees, the Board may require a test for evidence of drugs or alcohol upon any degree of suspicion by the Board.

The use of prescription medications is to be construed as an exception to this policy when used by the individual for whom they are prescribed, when used in the manner and amounts prescribed, and when used in accordance with other school policies governing medications.

**Prohibition of Drug and Alcohol Use form is attached as Form 4000-1 to this policy book.**

### **4021 SMOKE AND TOBACCO-FREE WORKPLACE**

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings. For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco) vapor products (such as e- cigarettes) alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect.

Legal Reference: Neb. Rev. Stat. 'g 71-5716 to 5734 (Nebraska Clean Indoor Air Act)  
Date of Adoption: 6/9/2014

### **4022 WEAPON-FREE WORK PLACE (28-1204.03, 28-1204.04)**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination. The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

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- Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
- The frame or receiver of any object described in the preceding example;
- Any firearm muffler or silencer;
- Any explosive, incendiary or gas
  - Bomb,
  - Grenade,
  - Rocket,
  - Missile
  - Mine,
  - Similar device;
- Any bludgeon, sand-club, metal knuckles, or throwing star;
- Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
- Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
- A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes and shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
- A teacher may possess an item, which may be considered a weapon, where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
- Any other object that is designed for or intended for use as a destructive or injurious device.
- Concealed handguns are not permitted to be brought to or possessed in school, on school grounds, school-owned vehicles, or school-sponsored activities or athletic events.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack or purse.

Laws 2006, LB 454, Section 15  
Date of Adoption: July 31, 2006

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### **4030 EMPLOYEE SIGNIFICANT EXPOSURE POLICY**

When a school district has a significant exposure incident, the employee may complete and submit an HHS exposure form. The school district will follow infectious disease procedures.

Significant exposure is defined as a situation in which the body fluids of a student have entered the body of an employee or when an airborne pathogen may have been transmitted from the student to the employee.

Infectious disease or conditions include hepatitis B, hepatitis C, meningococcal meningitis, active pulmonary tuberculosis, human immunodeficiency virus, diphtheria, plague, hemorrhagic fevers, rabies, and such other diseases as HHS may specify.

Students who may have infected a school district employee may be forced to be tested for infectious diseases or conditions through statutory procedure.

Reference sections 71-507 to 71-513

Date of Adoption: July 31, 2006

**Significant Exposure Report form is attached as Form 4000-2 to this policy book.**

### **4040 BLOOD PATHOGENS POLICY**

First aid may be rendered in situations involving the presence of blood or other potentially infectious materials (hereinafter "blood borne pathogen situations") by coaches, activities director, custodians, school nurse, bus drivers and by such other employees as the Superintendent designates. All non-designated employees shall refer blood borne pathogen situations to a designated employee, and shall not be required to personally render first aid in blood borne pathogen situations.

An employee who has an employment related blood borne pathogen exposure incident (an incident in which another person's blood or other potentially infectious material contacts the employee's eye, mouth, mucous membrane, non-intact skin, or pierced mucous membrane or skin barrier) shall promptly give notice of the incident and details of the incident to the Superintendent or the Superintendent's designee.

The Superintendent shall be authorized and required to take such action and adopt such plans as may be required to place this school district in compliance with OSHA regulations concerning blood borne pathogens, in the event and at such time as this school district may become subject to OSHA regulation.

### **4101 STAFF RESPONSIBILITY**

The teachers and other employees shall be directly responsible to the Superintendent to carry out their assigned duties in a professional, ethical, and reasonable manner. They shall have the authority to satisfactorily conduct their departments in keeping with the democratic principles of education.

Teachers are charged with the responsibility of executing their assigned duties efficiently and in harmony with school policies and to follow the rules and regulations of the Board.



Teachers will be directly responsible to the Principal in all matters pertaining to the operation of the classroom and students.

Teachers are charged with the responsibility of their classroom organization and student discipline. Unusual or difficult situations that may arise should be reported to the Principal.

#### **4111 APPLICATION FOR EMPLOYMENT**

It shall be the responsibility of the Superintendent with the help of the Principal to locate qualified candidates for all positions, screen the application, investigate likely candidates, and recommend to the Board the person best suited to the position. When possible, the Superintendent shall arrange for personal interviews and make it possible for the candidates to meet members of the Board of Education. Applications for employment shall be submitted to the Superintendent.

It is the policy of the school district to foster the employment of all employable persons required by the school district in carrying out services to the school on the basis of merit regardless of their race, color, religion, sex, disability or national origin and to safeguard their right to obtain and hold such employment without discrimination.

This policy does not require the school district to employ an applicant because of his race, color, religion, sex, disability or national origin or to grant preferential treatment.

The Board, upon acceptance of the application may utilize a screening process to determine the probability of success.

Applications shall be considered only if the teacher is legally and professionally qualified.

Applications will not be considered if no vacancy exists.

#### **4111.1 NOTICE OF APPOINTMENT**

After selection has been made by the majority of the Board, the notice of appointment shall be issued only by the Superintendent, who shall instruct the employee in the duties and the responsibilities of the position to which the employee is assigned.

The Superintendent will act only after the majority of the board has made the selection. A contract recommended by the Nebraska Department of Education will be issued which outlines the basic agreement between the teacher and the district.

The policy manual should be given to each teacher and sections pertaining to the operation and function of the school called to their attention so that they may better understand their duties.

#### **4111,2 QUALIFICATIONS-CERTIFICATED PERSONNEL**

Teachers shall hold appropriate certificates as may be required by law. All certificates must be registered in the office of the Superintendent. If a teacher has applied for a certificate and has not received it, no salary may be paid until the certificate is received and registered.

The board shall strive to hire fully certificated and endorsed individuals for teaching positions.

#### **4112            CONTRACTS**

All full time certificated employees shall enter into a contract with the board. The terms of the contract shall be limited to one (1) year, except by a special action by the board.

A written job description shall accompany each contract. Job descriptions must be written and on file with the Secretary of the Board. The description shall include, but not limited to: professional qualifications, personal qualifications, general responsibilities, and evaluative procedures.

#### **4112.1           CONTINUING CONTRACT    79-843**

The contract of the teaching staff shall require the sanction of the majority of the members of the Board.

Each contract shall be deemed renewed and in force and in effect until a majority of the Board votes sixty (60) days prior to the close of the contract period, to amend or terminate the contract for just cause as prescribed by law.

The Secretary of the Board shall notify each teacher in writing by at least April 15th of any condition of unsatisfactory performance or reduction in teaching staff that the Board considers may be just cause to either amend or terminate or non-renew the contract for the ensuing year. If such action occurs the teacher shall have a right to a hearing.

The continuing contract law provides that teachers are automatically rehired unless notified within the proper time limits of the Board's intention.

- March 15 - After this day the teacher is notified of non-renewal, amendment, or termination.
- April 15 – Notice in writing of decision to teachers.
- May 15 – Final action of the Board.

Hearing process: Within five (5) days of notification of the Board's intent to amend or terminate the contract, the teacher must ask for a hearing by filing a written request with the board.

Upon receipt of the request, the board must set a hearing to be held within ten (10) days. The Board must notify the teacher of time and place the hearing is to be held.

At the hearing, the Board shall give its reason for amendment or termination of the contract. The teacher may present evidence to support his/her position. The Board will make its decision based on the evidence presented at this hearing. Unfavorable recommendations will include evidence of professional effort to help the teacher succeed.

## **4112.2 CONTRACT CANCELLATION**

All teachers are under the continuing contract law and therefore the process of dismissal must follow the procedures outlined in 79-827.

When the contract is immediately cancelled or amended during the year or before the contract expires.

Reasons include:

- Loss of certificate
- Breach of contract
- Reasons set forth in the individual's contract
- Incompetency
- Neglect of duty
- Unprofessional conduct
- Insubordination
- Immorality
- Physical or mental incapacity

The statutes 79-824 through 79-829 are outlined in these policies and refer to terminating or amending contracts. The statutes 79-1234 through 79-1239 define the tenure law for all school district employees.

Employees may have their contract suspended in three ways:

- Cancellation of contract: termination of employment effective during the contract year.
- Non-renewal of contract: termination of employment of a probationary teacher at the close of the contract period.,
- Termination of contract: termination of employment of permanent employee effective at the close of the contract year.

After the probationary three year period cancellation or termination must be for "just cause" which is defined as:

- Incompetency, which shall include, but not be limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter of teaching or administrative skills.
- Neglect of duty
- Unprofessional conduct
- Insubordination
- Immorality
- Physical mental incapacity
- Failure to give evidence of professional growth
- Other conduct that interferes substantially with continued performance.

Due process applies to any cancellation:

- Written notice or allegation.
- Employee has right to hearing
- Must notify board of hearing request within seven (7) days to Secretary of Board.
- Board must not make any alleged wrong doings of teacher public, but must advertise for a public meeting and can give the teacher's name.
- The meeting may be opened or closed as per Board vote before hearing is set and after teacher reviews the evidence.

If cancellation or termination of permanent certificated employees occurs, a formal hearing allowing due process, is available to the employee as follows: Formal hearings: formal hearings are for due process proceedings.

- Meetings must follow rules for due process:
  - Notification of teacher in writing five (5) days before hearing.
  - If requested by teacher, at least five (5) days before hearing, a list of witnesses and any documents
  - The teacher has a right to cross-examine witnesses, examine all documents and present evidence.
- Upon the request of the teacher or the Board and on an affirmative vote, the hearing may be held in closed session, but any formal action must be made in an open session.
- The majority of the Board shall render the decision:
  - Based solely on evidence presented at the meeting
  - Present the decision in writing
  - Give a written copy to the teacher
- May handle the hearings by a majority of the Board as a committee.
- May impose other sanctions besides termination, cancellation or non-renewal.
- Past actions of hearings can be taken into consideration when making future determinations concerning an individual teacher. (Up to five (5) years)
- Board has the power of subpoena. (79-837)

This section deals only with probationary teachers.

- After following all steps of evaluation and providing an opportunity for a teacher to improve and they do not, then contract non-renewal may be utilized.
- Notice to not consider renewal or amending a probationary teacher's contract before the three (3) years probation is up, must be made in writing sixty (60) days before the end of the contract period by the Board Secretary.
- The teacher must be informed of their right to an informal hearing.
- The employee must be furnished, upon request, written reasons for the non-renewal. These reasons must be specific, employment related and able to be understood by the teacher so that the person may prepare a response.
- Any reason deemed sufficient may be used for non-renewal so long as:
  - Reasons are specific and employment related.
  - Do not violate the constitutional rights.
  - Has complied with procedural requirements.
- If Reduction in Force (RIF) is the reason, the district must meet the requirements of the law (79-846 through 849)
- A teacher may request an informal hearing with all previous steps of forewarning, information and confidentiality in effect.
- If after receipt of notice and review of the reasons the teacher may resign prior to the hearing effective at the close of the year.  
Or
- The teacher may resign after the hearing, but prior to the final vote of the Board.

In either case, the Board shall accept the resignation and appear as a resignation in the minutes in as much as all prior hearing actions would have remained confidential.

A probationary teacher may have their contract non-renewed without just cause; however, the Board must insure that every effort has been made to supervise, assist and guide the teacher in attempts to improve instruction as prescribed by statute.

If non-renewal is necessary, an informal hearing is the right of the teacher and shall be conducted as follows:

Informal Hearing: Hearings for the purpose of non-renewal of probationary teacher's contract.

- Not to be formal due process hearing.
- Held before the school Board.
  - To discuss and explain teacher's position on continued employment
  - A chance for the teacher to present information and ask questions.
  - These sessions shall be closed to the public at the request of the teacher or the Board and upon an affirmative vote.
  - All formal action, as a result of the meeting, must be made at an open session.

Procedures to be followed in the evaluation process of probationary teachers. The primary points are:

- Be evaluated once each semester for an entire instructional period.
- Must be conducted by a Principal holding an administrative and supervisory certificate.
- If deficiencies occur:
  - Provide a written list of deficiencies.
  - Make a written list for improvement of such deficiencies.
  - Plan how district will help teacher overcome deficiency.
  - Follow-up evaluations.
  - Further assistance when the deficiency still remains.

Contract Termination of Permanent (Tenured) Teachers

- After three (3) years of probation a teacher becomes tenured (permanent). All contracts continue and remain in force unless termination is initiated sixty (60) days prior to the ending date of the contract.
- Reasons:
  - Just cause.
  - RIF
  - Not accepting the position within set time
  - Loss of certificate
- If a sufficient reason exists, the board must follow the procedure as outlined.
  - Notified in writing giving reasons sixty (60) days prior to the last date of contract.
  - Provide for a hearing if teacher notifies Board of wish to have a hearing within seven (7) days of receipt of notice.
  - Final action must be taken within thirty (30) days of last contract date.
  - Either formal or informal hearing can be held, but the teacher must be notified of date time and place of hearing within five (5) days of Board receipt of this request.
  - All must be held within thirty (30) days.
  - All Due Process procedures must be followed.

#### **4113 ASSIGNMENT (79-839)**

The Superintendent, with approval of the Board of Education, shall have the duty and power to assign all personnel employed by the school. Any request for re-assignment shall be submitted to him/her and shall be subject to his/her decision. He/she shall formulate and administer plans to evaluate the efficiency of each employee and shall report his findings from time to time to the Board.

The assignment or reassignment of personnel shall be the duty of the Superintendent; however, every effort will be made to assign personnel into areas where they have expertise, interest and desire to work.

#### **4113.1 PERSONNEL RECORDS**

The board will follow the open file statute (79-8109). The school will maintain a personnel file for each certificated employee. All information pertaining to employment shall be in this file and be considered confidential. Employees shall have access to their own file with the exception of confidential information in the credentials.

Files should contain:

- Copy of all contracts with the school
- Teaching certificate
- A transcript of all college credits.
- All evaluation information for all years
- Other pertinent data as may be deemed important to the administration and /or the employee,

If derogatory information concerning a teacher is to be placed in the file, the teacher shall have the opportunity to read such information and respond in writing to the charges. This response will be made a part of the teacher's file.

#### **4113.15 SOCIAL SECURITY NUMBERS**

Employee social security numbers shall be kept confidential to the extent required by law. Use of more than the last four digits of an employee's social security number shall be made by the District only for:

- Legal Mandates: Compliance with state or federal laws, rules, or regulations.
- Internal Administration: Internal administrative purposes, including provision of employee social security numbers to third parties for such purposes as administration of personnel benefits and employment screening and staffing. However, the internal administrative uses shall not permit use of employee social security numbers:
  - As an identification number for occupational licensing.
  - As an identification number for drug-testing purposes except when required by state or federal law.
  - As an identification number for District meetings.

- In files accessible by any temporary employee unless the temporary employee is bonded or insured under a blanket corporate surety bond or equivalent commercial insurance.
- For posting any type of District information.
- Voluntary Transactions: Commercial transactions freely and voluntarily entered into by the employee with the District for the purchase of goods or services.

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

- Public Posting or Display: Any public posting or display available to the general public or to an employee's coworkers.
- Internet Transmission: Transmission over the Internet unless the connection is secure or the information is encrypted.
- Internet Access: To access an Internet web site unless a password, unique personal identification number, or other authentication device is also required to access the Internet web site.
- Identifier: As an employee number for any type of employment-related activity.

Full implementation of this Policy shall occur by September 1, 2008.

Legal Reference: Laws 2007, LB 674  
5 USCS §552a (note) (Privacy Act of 1974)

Date of Adoption: October 8, 2007

#### **4113.2 PAYMENT OF SALARIES**

Salary is payable over twelve equal installments. Employees will be paid on the 15th of the month, or the last preceding school day, if the 15th falls on a vacation or week-end day. In emergency cases, exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher's employment, or upon fulfillment of the contract, the employee may, at the option of the Board, be paid all salary due in one lump sum.

Salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement. Payroll deductions shall be made in accordance with law and the negotiated agreements.

Teachers are provided benefits in accordance with the negotiated agreement and the school district's Section 125 Plan document. Teachers shall make annual fringe benefit selections by September 1 of each school year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status. Continued health insurance benefits are available through COBRA subject to certain qualifying requirements.

#### **4113.22 LONG TERM SUB COMPENSATION POLICY**

Substitute teachers will be paid the daily equivalent of a first-year's teachers' base salary after 20 consecutive teaching days for the same teacher.

Date of Adoption: July 13, 2015

#### **4113.25 WAGE AND DEDUCTION INFORMATION**

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

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

Date of Adoption: June 14, 2010

#### **4113.3 DUTY TIME**

The Board shall determine the duty time of all employees upon the recommendation of the administrative staff. Teachers are to be in their respective classrooms as instructed by the administration.

#### **4113.4 TEACHER ABSENCE**

Teachers who are to be absent from school for any purpose whatsoever, shall report to the Principal and arrange for the supervision of their classes and activities. This should be done several days in advance of the anticipated absence, if possible.

In the event of illness, the Principal is to be notified as early as possible.

#### **4113.41 JURY DUTY**

A teacher who is summoned for jury service shall promptly notify the Principal of such summons. The teacher's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District will reduce the pay by an amount equal to any compensation, other than expenses, paid by the court for jury duty. Teachers are to notify the Principal of the amount received for such jury duty.

If a teacher, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the teacher is to report for duty and resume duties for the balance of the day. When a teacher is entirely dismissed from jury duty, the teacher is directed to report for duty and the substitute will be dismissed.

Teachers are expected to promptly notify the Principal of any other form of legal summons which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the teacher will be required to use available leave days.



#### **4113.42 FMLA**

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The "leave year" for purposes of the FMLA shall be a "rolling" twelve-month period, measured backward from the date of any FMLA leave usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required in the discretion of the Superintendent or the Superintendent's designee, or the Board. The employee may also have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition, or a sick leave, when such leave is for a duration in excess of five (5) successive days, and in such other cases as deemed appropriate by the Superintendent or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Superintendent or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Superintendent or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee's serious health condition, or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Superintendent or the Board when such is deemed appropriate by the Superintendent or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An "equivalent position" for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees in specified circumstances.

**A publication provided by the Federal Government which provides more information about FMLA leaves is attached as Appendix "C" to this handbook.** Some specifics regarding FMLA leave at Garden County Schools:

It shall be the policy of Garden County Schools', District #1, (hereinafter the "School District"), whenever it employs 50 employees or more, to grant benefits under the Family and Medical Leave Act to eligible employees up to twelve (12) weeks of leave for certain medical or family emergencies in a twelve (12) month period of time. Such benefits are subject to the following:

- You must have been employed with the School District for at least twelve months before you can request this leave and have worked a minimum of 1250 hours during the prior to a twelve month period.

- The leave is unpaid.
- You must first use all paid maternity leave, vacation time, and sick leave/excused absences time that you have earned. These days or weeks will be counted against the twelve (12) weeks of leave. For example, if you request eight (8) weeks of leave, and you have accrued and have remaining two (2) weeks of vacation and five (5) days of sick leave/excused absence time of three weeks, and then you will receive an additional three (3) weeks of requested leave, unpaid.
- Family leave can be used for:
  - The birth of a child;
  - The adoption of a child;
  - To care for a sick spouse, child or parent;
  - For your own serious health condition,.
- Employees eligible for leave and who are employed primarily in the instructional capacity, who request leave for a foreseeable and planned medical treatment where the leave would last longer than 20% of the total number of school days during the leave period will be required to (1) either take the leave for a period not to exceed the duration of the planned treatment, or (2) transfer temporarily to an available position for which the employee is qualified which will better accommodate the recurring periods of leave. If transferred, you would receive equal pay and benefits.
- If your leave is for any reason and begins more than five weeks before the end of an academic term, the School District may require you to continue the leave until the end of the academic term, if the leave requested is at least three weeks in length and your return would take place during the last three-week period of the academic term. If you take leave less than five weeks before the end of the academic term for any reason, other than your own serious health condition, the School District may require you to continue your leave until the end of the academic term if the leave is longer than two weeks and your return to work would occur during the last two weeks of the academic term. If you begin leave less than three weeks before the end of the academic term for any reason other than your own serious health condition, the School District may require you to continue your leave until the end of the academic term if the leave is longer than five days.
- You must give at least thirty (30) days notice except for emergency situations.
- The School District will maintain your health insurance while you are on leave under the same terms and conditions as when you are employed. You will be expected to pay your share of any health insurance premium each month when it comes due. If you do not return from your leave, you will be expected to repay the School District for the full amount of your health insurance premiums paid by the School District during your leave.
- The School District will require verification for the reasons stated in the family leave request, including medical certification from any doctors who may be involved. Any employee who submits false reasons or fraudulent records to support a family leave request will be subject to immediate discharge.
- If both husband and wife are employed by the School District, that husband-wife team is entitled to only twelve (12) weeks total for any qualifying event.
- With limited exceptions, any employee who takes a leave will be returned to his or her former position or an equivalent position with the same pay and benefits.
- You must fill out the proper family leave form in order to obtain a leave. Your supervisor will not have authority to grant or alter any leave terms or conditions.

For the duration of FMLA leave, the employer must maintain the employee's health coverage under any 'group health plan'. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms., The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

FMLA makes it unlawful for an employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA:
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations. An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Legal Reference: 29 USC Sections 2611 to 2618 and  
29 CFR Part 82

Date of Adoption: August 11, 2008

**FMLA Application for Leave form is attached as Form 4000-3 to this policy book.**

**FMLA Notice of Eligibility and Rights and Responsibilities – FMLA is attached as Form 4000-4 to this policy book.**

**FMLA Designation Notice is attached as Form 4000-5 to this policy book.**

**FMLA Certification of Health Care Provider for Employee's Serious Health Condition form is attached as Form 4000-6 to this policy book.**

**FMLA Certification of Health Care Provider for Family Member's Serious Health Condition for is attached as Form 4000-7 to this policy book.**

#### **4113.43 MILITARY LEAVE**

An employee who enters active duty, voluntary or involuntary, in peacetime or wartime, or who undertakes certain types of service in the National Disaster Medical System, and who has been in the employment of Garden County Schools' in a position other than temporary may, upon his/her written request, be granted military leave without pay,. Such employee shall keep the Board informed on the probable date of his/her release from active duty, and shall be entitled to return to his/her position which he/she left to enter active duty.

The employee must return to work at Garden County Schools' at the first regularly scheduled work day after the military obligation is completed, plus any required travel time. The employee shall return to work without loss of seniority, status, or rate of pay.

The returning employee is entitled to a one-year period of protection against termination without cause. If he/she is terminated during this period, the employer has the burden of proof to show that the returning employee was guilty of such misconduct which would have caused him/her to be terminated even if he/she had not been a veteran.

The period of active duty must not be longer than four (4) years, and the release from active duty must be under honorable conditions.

DOL USERRA Regulations

Date of Adoption: July 31, 2006

#### **4113.44      MILITARY AND FAMILY MILITARY LEAVE**

Military leave and family military leave will be granted to the extent required by state and federal law.

Employees requesting military leave must notify the Superintendent as soon as they receive notification of activation. Employees are to attach a copy of their orders to a District leave request form when they prepare the request for military leave.

Employees requesting to take family military leave under the Nebraska statutes must notify the Superintendent at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the school, and for leaves of less than 5 days, notify the Superintendent of the leave request as soon as practicable.

Family military leave under the Family and Medical Leave Act (FMLA) will be provided in accordance with that law and subject to the provisions of the Board policy pertaining to FMLA leave.

Legal Reference:   Neb. Rev. Stat. SS 55-160 to 55-166;  
                          Neb. Rev. Stat. SS 55-501 to 55-507  
                          29 U.S.C.A. SS 2611, et seq. and 29 CFR Part 825  
                          38 USC Sections 4301 to 4333 and 20 CFR Part 1002

Date of Adoption:   August 8, 2008

**Certification of Qualifying Exigency for Military Family Leave form is attached as Form 4000-8 to this policy book.**

#### **4115           TEACHER EVALUATION POLICY**

PHILOSOPHY: The key to effective instruction at Garden County Schools is an evaluation/staff development program that encourages staff members to improve their job skills. The evaluation plan is based on a process that provides accountability, sets high performance expectations, supports professional dialogue among teachers and Principals, and encourages teacher

ownership in the process. The process presented in this document identifies what constitutes good teaching and provides a systematic procedure for assessing teaching performance.

The major goals of this plan are:

- To help achieve a higher level of teacher performance leading to quality student performance.
- To provide accurate documentation of the performance of staff members- thus enabling the system to validate an excellent teaching staff.
- To provide a greater commitment to objective and accurate evaluation.
- To give a greater sense of autonomy to veteran teachers, thus encouraging opportunities for continued growth.
- To encourage self-monitoring and self-modification by teachers.
- To provide a method for giving all teachers specific feedback and assistance to help guide excellence.

While the primary purpose of the evaluation plan is to promote the improvement of instruction, it is also essential that the plan identify those teachers who are not effective and not making the effort to improve. Thus, if it becomes evident that necessary improvement does not take place, the evaluation plan must produce evidence that validates any allegations necessary for change in contract decisions.

The Principal shall continuously evaluate teaching staff members on instruments approved by the Board of Education and submit such evaluations in writing to the Superintendent of Schools.

Evaluation Criteria: The teacher will be evaluated on criteria in four domains:

- Planning
- Classroom Environment
- Instruction
- Professional Responsibilities.

A rubric detailing levels of performance for the descriptions of each domain shall be distributed to teachers at the beginning of the school year. (See attached rubric.)

Goal Setting: Each teacher shall meet with his/her assigned Principal during the first semester of each school year in a goal-setting session designed to determine the domain areas to be focused on in the evaluation.

Report: The evaluation report shall contain the following:

- A statement of goals and a description of focus areas.
- A compilation of supporting evidence gathered by the teacher and Principal to document all aspects of teaching.
- A statement that clearly describes all areas of deficiency, with specific acceptable means for correcting the noted deficiencies.
- An adequate time line for the teacher to implement the specific suggestions for improvement.

Non-Tenured Teacher Evaluation Procedure: At least one written evaluation, as a result of classroom observation, for an entire instructional period, will be made per semester and placed on file. A written report will be given to the teacher each semester. A non-tenured teacher may respond, in writing, to each evaluation report within five school days.

Tenured Teacher Evaluation Procedure: After having attained tenure, teachers will be placed on a two-year evaluation cycle. At least one written evaluation will be made per year and placed on file. Evaluations will focus on two of the four major domains that will be determined during the goal-setting session at the beginning of the year. The remaining two domains will become the focus of evaluation the following year. Data may be gathered from a variety of sources, as determined by the Principal, including classroom observations, teacher portfolios, samples of work, lesson or unit plans, documentation of professional activities, and/or other sources selected by the Principal or teacher. An observation of at least one full instructional period will be done every two years. Additional observations and evaluations may be made as determined by the Principal.

Summary Conference:

- A conference shall be scheduled with the teacher to discuss the evaluation. The teacher shall be provided with observed perceptions, identification of strengths and weaknesses, and provisions for further assistance if needed.
- The Principal will base the evaluation report on data compiled as a result of classroom observation, observations of the teacher's total contribution to the school, and evidence gathered to document all aspects of teaching.
- Both the evaluator and the staff member will sign the written evaluation report at the summary conference. If there are any discrepancies in perception between the teacher and the Principal as written in the report, the teacher may confer with the Principal who wrote the report and discuss the concerns. The report may be altered or, if discrepancies cannot be rectified, the teacher may submit a written statement expressing his/her view within five days of the summary conference. The statement will be attached to the written evaluation report.

**4115.1 IMPROVEMENT PLAN EVALUATION**

The improvement plan evaluation procedures shall be implemented for teachers who have been identified with performance deficiencies not resolved, which may lead to non-renewal, cancellation, contract amendment, termination or other disciplinary action. The length of the evaluation process will be determined by the complexity and nature of the problem, but will allow the teacher sufficient time to meet the objectives. Improvement plans may be initiated at any time if the Principal feels that sufficient evidence has been gathered to note the need for an improvement plan.

- Identify areas in Need of Improvement:
  - The evaluator must provide the teacher with a written statement identifying the specific problem(s) and expectations for improvement of performance. Problem areas may come from the evaluation criteria, as well as other aspects of teaching as outlined in the teaching contract.
- Develop Improvement Plan:
  - The evaluator will:
    - Provide the teacher with objectives to be met during the improvement plan period.
    - Provide the teacher with a written plan to improve performance in the areas identified. This plan shall include goals, strategies and interventions, and evaluation procedures.
    - Notify the teacher of the timeline for evaluation.
    - Provide the teacher with the resources necessary to alleviate the problem.

- Meet with the teacher, on a schedule as determined by the Principal, to discuss progress and performance.
- Complete the Final Evaluation Report:
  - The evaluator and the teacher being evaluated shall both sign the evaluation report to document the evaluation has been conducted. The evaluation report shall provide a space for the teacher's written response to the evaluation. The teacher can make a written response within five (5) days of the final evaluation report.
  - The final report shall be submitted to the Superintendent at the completion of the last conference. The final conference shall include a summary of the progress during the improvement timeline.

**Qualifications:**

- Evaluator shall possess a valid Nebraska Administrative Certificate.
- Evaluator shall be prepared to use the districts evaluation system. If necessary, the Superintendent, E.S.U., and /or colleges shall provide training with release time provided.

**Notice:** At the beginning of each school year, teachers shall be provided a written explanation of the district's evaluation system and the procedure to be followed. The evaluation policy and procedures will be included in the teacher handbook. The evaluation system will be explained each year during the pre-school in-service meeting. Teachers may make a written response to any evaluation document within five (5) school days.

**Garden Countyh Schools Teacher Improvement Plan is attached as Form 4000-9 to this policy book.**

**4116            PROFESSIONAL GROWTH POLICY (79-830)**

**4116.1            PROFESSIONAL GROW ACTIVITIES**

The Garden County Schools' Board of Education recognizes the need for continued professional growth on the part of the certified employees. To meet the professional growth requirements of Nebraska Statute 79-12, 113, the following professional activities will be approved as evidence of professional growth for permanent certified employees covered under the statute:

- Six semester hours of college credit from an approved or accredited institution of higher education. (Six semester hours equivalent to 60 points, i.e., one semester credit equals 10 points).
- Other Professional Activities. To determine eligible professional growth activities, the following guidelines shall be followed:
  - Auditing College Courses.
  - Enrollment in Adult Education Classes. Professional growth points for taking adult classes will be allowed only under specific conditions and circumstances.
    - The work to be done must contribute significantly to the professional growth and to the assigned position of the person involved.
    - The application must have prior approval verified by the Superintendent or designee.
- Curriculum study, conferences, conventions, evaluation committees.
- In service workshops. (Points will be allowed for district-wide school sponsored in-service only when approved by the Board of Education).
- Teaching college classes

- Demonstration teaching:
  - Supervising student teachers:
    - Half day student teacher for 18 weeks (2 points)
    - Full day student teacher for 9 weeks (2 points)
    - Any other arrangement (1 point)
  - Presentation to peers.
- Professional publication.
- Educational travel: Professional growth points under this classification may be allowed under one of two categories:
  - Sponsored tours with academic credit—must be under the direction of an accredited college or university which grants college credit. The number of professional growth points allowed are described under “College Credit,” (i.e., 1 above).
  - Travel must have prior approval by the Superintendent or designee and shall be evaluated on the basis of educational worth. A report of how travel experience will be integrated into the classroom activity or assignment must be submitted to the office of the Superintendent with the request for approval.
- School visitations—which are reported to staff or board.
- Professional work directed by recognized educational organizations. Acceptable work may include: serving on committees, attending national or regional conventions or conferences or other similar work. Such activities whose primary purpose is educational and which are related to classroom instruction and approved by the Superintendent or designee will be accepted. (Time spent typing reports, collecting data, telephoning or other routine or clerical services do not come within the intent and purpose of the law for professional growth points).
- System-wide committees and appointed heads of department. Professional growth points will be given to individuals serving on committees studying system-wide problems. Such individuals will usually be asked to serve by the Superintendent or designee and the number of professional growth points allowed will be determined by the length of time and the extent of the responsibilities involved.
- Successful teaching experience within the system.
- Work experience. Summer employment which contributes to the professional growth of the teacher.
- Activities worthy of professional growth which are not listed above may be submitted in writing to the Superintendent for consideration.

#### **4116.2 PROFESSIONAL GROWTH POINTS**

All teachers must earn a total of 60 professional growth points during each professional growth period. This refers to each six year period during which teachers are required to give evidence of professional growth. A teacher begins the initial six year growth period on September 1 of the year in which tenure is granted and ends August 31, six years later. The beginning of the seventh year starts the second six year period.

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



**Professional Growth Point Chart is attached as Form 4000-10 to this policy book.**

**Professional Growth Points Record is attached as Form 4000-11 to this policy book.**

**4116.3 PROCEDURE FOR APPLYING FOR GROWTH CREDIT**

Application for the approval of professional growth activities shall be made on forms prescribed by the Superintendent. A separate application shall be submitted for each activity for which growth points are requested. Application shall be initiated by the person requesting credit to assure growth points prior to participation in the growth activities. The application together with substantial evidence that the work has been completed shall be provided to the Superintendent's office. After the application has been considered, notice will be sent to the applicant's personal file. No applications will be considered for less than one growth point (no fractions will be allowed). The prescribed forms can be obtained from the office.

**Application for Professional Growth is attached as Form 4000-12 to this handbook.**

**4117 SEPARATION OF CERTIFICATED STAFF**

**4117.1 DISMISSAL**

Certified personnel will be dismissed for non-compliance with the terms of any contract, but only after suspension with or without pay and opportunity for a public or private hearing.

**4117.2 RETIREMENT**

No new contract shall be given any member of the certificated staff who has reached the age of seventy (70) years before September 1. The Board of Education reserves the right to retire any member of the certificated staff at the end of any contract after he or she becomes eligible for retirement under the provisions of the Nebraska State Public Employees' Retirement Act. (Provisions for early retirement are referred to School Board Policy.)

**4117.3 RESIGNATION**

All resignations will be presented to the Board of Education for final acceptance or rejection.

If a resignation is submitted, which is to take effect prior to the completion of a contract, and it is accepted by the Board of Education, the Superintendent shall make the necessary arrangements for payment of the salary due the employee based on the actual time of employment as related to the total contract.

**4117.4 REDUCTION IN FORCE 79-846 through 79-849**

Reductions in force of certified staff may be required due to decreasing enrollments, limited financial support, loss of financial support, changing programs, elimination of staff positions, or other changes in circumstances. If such changes occur, and a reduction of certificated staff is necessary, the Superintendent (or his designee) shall recommend to the Board of Education those certificated staff members to be terminated or non-renewed under the reduction in force

provisions of the continuing contract laws; provided, however, that no permanent certificated employee may be terminated through a reduction in force while a probationary certificated employee is retained to perform a service that the permanent certificated employee is qualified, by reason of certification and endorsement, to perform or where certification is not applicable, by reason of college credits in the teaching area.

Notification to any certificated employee being considered for reduction in force will be given, in writing, on or before April 15th of each year. Unless continued by written agreement between the parties, final action by the School Board after a hearing must be taken on or before May 15th of each year. Hearing procedures will be as provided by Board policy and statute.

Due to the often intimate, 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.

Selection of personnel to be terminated, amended or not renewed will be made with consideration given to the following: (1) programs to be offered; (2) position or positions to be eliminated; (3) areas of certification and endorsement; (4) state and federal regulations which may mandate certain employment practices; (5) special qualifications that may require specific training and/or experience; (6) contributions to the total school education program, including the activity program; (7) employee evaluations; (8) and other reason which can be rationally related to the instruction in, and administration of, the school system.

The school district's employee evaluation system, including its specific criteria, such as frequency of evaluation, evaluation forms, and number and length of classroom observations (if applicable) are made a part hereof and incorporated herein by this reference.

If, after consideration of the above, it is the opinion of the Superintendent that no significant difference exists between certificated employees being considered for reduction in force, then the employee with the longest, uninterrupted service to the school district shall be retained. Any certificated employee whose contract shall be terminated or non-renewed because of reduction in force, shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to re-employment and benefits, as provided by law.

It shall be the responsibility of each certificated employee to file, with the Superintendent, a copy of said employee's teaching certificate, including endorsements, upon initial employment with the district, and on or before March 15th of each year thereafter, for so long as the employee is employed in the school system or has rights of recall. Evidence of any changes in said employee's certification and endorsements which have occurred, since March 15th of the previous year, or are pending, shall be filed with the Superintendent.

Any certificated employee whose employment contract is terminated, or non-renewed as a result of a reduction in force, during his/her period of recall, shall report his/her current address to the Superintendent and shall inform said Superintendent of any changes of address thereafter. If a vacancy in the school system occurs for which said employee has rights of recall, the offer of such employment may be sent by said Superintendent to said employee's last-known address. If no acceptance of such offer is received from said employee within 14 days of mailing, and the Superintendent has no personal knowledge of the whereabouts of said employee, other than said last-known address, the employee shall be deemed to have waived his/her rights to recall to said employment position.

Anything in this policy to the contrary notwithstanding, this policy shall specifically permit and allow reductions in force to occur which deal with the total elimination, non-renewal or termination, or amendment of contracts or positions, which deal with reductions in force from full time to part time, which deal with reductions in force from part time to a lesser part time, or which deal with any other reductions in force which result in the non-renewal, termination or amendment of a certificated employee's contract or employment position.

#### **4117.5 COBRA**

The Superintendent is the Plan Administrator and is responsible for administering COBRA continuation coverage.

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens;

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the employer and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee is a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer to the extent retiree health coverage is provided, or enrollment of the employee in Medicare (Part a, Party B, or both), the employer must notify the Plan Administrator of the qualifying event within 30 days of any of these events.

**For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child). You must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to the Plan Administrator. Any additional Plan procedures for this notice must also be provided**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage: If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11

months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

Second qualifying event extension of 18-month period of continuation coverage: If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

#### **4118 FORMAL DUE PROCESS HEARING PROCEDURE**

Pursuant to 79-831 through 79-837, whenever a formal due process hearing is required the Board of Education of this School District hereby adopts a hearing procedure which will include at least the following:

- Notification to the certificated employee, in writing, at least five (5) days prior to the hearing of the grounds alleged for action, cancellation, or termination of the certificated employee's contract;
- Upon request of the certificated employee a notification, at least five (5) days prior to the hearing, of the names of any witnesses who will be called to testify against the certificated employee and an opportunity to examine any documents that will be presented at the hearing;
- The right to be represented by counsel; and
- And opportunity to cross examine all witnesses and to examine all documents and to present evidence material to the issues.

This policy shall apply only in situations, and to such employees, in which a formal due-process hearing is required pursuant to 79-826 through 79-829 R.R.S., and shall apply in no such other situations or to any employees not covered by such statutes.

#### **4118.1 DISCIPLINE, SUSPENSION AND DUE PROCESS PROCEDURES**

The board will follow the law on discipline, suspension and due process procedures for certificated staff. Procedures of discipline, suspension and due process are as follows:

Discipline of Certificated Employees-Law provides four methods:

- Counseling
- Oral reprimand
- Written reprimand
- Suspension without pay (not to exceed thirty (30) days-could be less)

If you utilize a written reprimand you must:

- Tell the employee it is being contemplated – maybe at the time you give an oral reprimand. Make a note for your file in any case.
- Written reprimand must contain nature or reasons behind action.
- Allow the teacher an opportunity to tell their side of the story.
- A written copy given to the teacher.
- The teacher may use school's grievance procedure; or
- Appeal the action within seven (7) calendar days through the administrative chain of command.
- The open file law (79-8,109) requires that teachers have the right to respond in writing to the written reprimand and their response is attached and made part of their file.

If you suspend without pay (up to thirty (30) days):

- Tell the employee it is being contemplated.
- Must give a written reason for such action.
- The teacher must be allowed an opportunity to discuss the matter prior to the suspension.
- The teacher may appeal to the Board within seven (7) days in writing asking for a due process hearing (979-832).
- The request will be filed by the Secretary of the Board.
- Due Process Steps:
  - Procedure
    - Notification sent to employee in writing at least five (5) days prior to the hearing, indicating grounds for alleged action. Note: This process is the same for suspension, cancellation, termination or non-renewal.
    - When requested by the teacher the school shall furnish at least five (5) days prior to the hearing: names of witnesses to be called to testify against the teacher and an opportunity to examine all documents to be presented at the hearing.
    - Right to be represented (by a lawyer).
    - An opportunity to cross-examine all witnesses, examine documents presented and present evidence material to the issue
  - Hearing Notice (84-1408 84-1414)
  - The hearing notice must be given by the board:
    - In a “reasonable advanced publicized notice.”
    - Indicate time and place.
    - Indicate the agenda (only items to be discussed).
  - By majority vote of the School Board the meeting may be held in closed session, but formal action must be done in an open meeting.
  - After the hearing and upon the evidence presented at the meeting, the Board must vote its decision, (Suspension, cancel, terminate or non-renewal) and give a written copy of the decision to the teacher.

#### **4119 ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION**

##### **Equal Opportunity Employment**

It is the policy of Garden County Public Schools to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation,

terms, conditions, or privileges of employment or because they inquired about or discussed or disclosed information regarding employee wages, benefits, or other compensation, or because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

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

Legal Reference: LB 217

Date of Adoption: August 12, 2019

#### **4119.1 ELIMINATION OF DISCRIMINATION**

The Garden County Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

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

Students: Mr. Jess Underwood, Superintendent, 200 W 4<sup>th</sup> Oshkosh, NE 69154  
(308) 772-3242 [junderwood@gceagles.org](mailto:junderwood@gceagles.org)

Employees and Others: Mr. Jess Underwood, Superintendent, 200 W 4<sup>th</sup>, Oshkosh, NE  
69154 (308) 772-3242 [junderwood@gceagles.org](mailto:junderwood@gceagles.org)

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

Date of Adoption August 10, 2020

#### **4119.2 PROHIBITED HARASSMENT, DISCRIMINATION, AND RETALIATION OF EMPLOYEES, STUDENTS AND OTHERS**

##### **4119.21 PURPOSE**

The Garden County Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, may include, but is not limited to:

- Name-calling,
- Teasing or taunting,
- Insults, slurs, or derogatory names or remarks,
- Demeaning jokes,
- Inappropriate gestures,
- Graffiti or inappropriate written or electronic material,
- Visual displays, such as cartoons, posters, or electronic images
- Threats or intimidating or hostile conduct
- Physical acts of aggression, assault, or violence, or
- Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- Unwelcome sexual advances or propositions
- Requests or pressure for sexual favors
- Comments about an individual's body, sexual activity, or sexual attractiveness,
- Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing or brushing against another's body.
- Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to



determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

Date of Adoption August 10, 2020

#### **4119.22 ANTI-RETALIATION**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

#### **4119.23 GRIEVANCE (OR COMPLAINT) PROCEDURES**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

- *Level 1 (Investigation and Findings):* Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The district will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten(10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- Providing the parties with the opportunity to present witnesses and provide evidence.
- An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations and relationships, 3) the degree to which the conduct affected one or more student's education, 4) they type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- A summary of the facts,
- Findings regarding whether discrimination, harassment or other inappropriate conduct occurred and
- If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one (1) working day after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 11232g: 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

- *Level 2 (Appeal to the Superintendent):* If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent **within five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board].
- *Level 3 (Appeal to the Board):* If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's

Determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

#### **4119.25 CONFIDENTIALITY**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

#### **4119.26 TRAINING**

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

#### **4119.27 DESIGNATED COMPLIANCE COORDINATORS**

Designated compliance coordinators will be responsible for:

- Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate.)
- Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine discrimination laws and regulations that was not available in the disciplinary process.
- Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- Recommending changes to this policy and grievance procedure.
- Performing other duties as assigned.

#### **4119.28 PREVENTIVE MEASURES**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. 'a 2000d, Title VII, 42 U.S.C. g 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. § 48-1101 et seq. Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. § 621 et. seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. § 48-1001 et seq. ; Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq. Section 504 of the Rehabilitation Act of 1973 (Section 504) Pregnancy Discrimination Act, 42 U. S. C. § 2000e (k) Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq. Neb. Rev. Stat. §79-2, 115, et seq

Date of Adoption: July 9, 2018

## **4120 DUTIES – CERTIFICATED STAFF**

### **4120.1 CLASSROOM VS. EXTRA-CURRICULAR ACTIVITIES**

Regular classroom work will have precedence over all the extra-curricular activities unless so scheduled by the Superintendent or Principal.

### **4120.2 PURCHASE ORDERS**

The purchase of any items for the school must first have the approval of the Superintendent or his/her designee. If there is a question of whether a purchase is needed or not, check with the Superintendent. Purchase orders may be obtained from the secretary.

### **4120.3 TRAVEL EXPENSES**

Extra expenses such as traveling costs or mileage, incurred in their performance of approved activities, shall be compensated at the state approved rate.

### **4120.4 KEYS**

Teachers are issued keys for the building and their rooms and are responsible for these keys. It should not be necessary to loan keys to students, except in an extreme emergency.

### **4120.5 TEACHER'S HANDBOOK**

The Teacher's Handbook is annually approved also by the Board. After approval, it becomes an extension of the Official School Board Policies.

### **4121 REMUNERATIVE EMPLOYMENT**

No employee of the Board shall be permitted to carry on any outside remunerative employment, which, in the opinion of the board, may interfere with his work in the school.

## **4200 SUPPORT STAFF**

### **4210 RESPONSIBILITIES**

Support staff are responsible to the Superintendent.

### **4220 SUPPORT STAFF HANDBOOK**

The Support Staff Handbook is annually approved also by the Board. After approval, it becomes an extension of the Official School Board Policies

#### **4230 GARDEN COUNTY SCHOOLS' SUPPORT STAFF BENEFITS AND FTE DEFINITION**

**Full-time qualification:** In order to be considered full time, employees must work 12 months and average forty hours weekly. Only full time employees will receive half a single insurance stipend monthly.

**Full time benefits:**

- Years 1 & 2 of employment: 40 hours vacation and 8 hours personal time
- Years 3-9: 80 hours vacation and 16 hours personal time
- Years 10-20: 120 hours vacation and 24 hours personal time
- 20+ years; 120 hours vacation and 32 hours personal time

**Part time benefits (calculated based on FTE):**

- Years 1 & 2: 8 hours personal time
- Years 3-9: 16 hours personal time
- Years 10-20: 24 hours personal time
- 20+: 32 hours personal time

**Paid holiday policy:** 12 month support staff employees are paid the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

School time support staff employees are paid New Year's Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, if such holidays occur during employee's regularly scheduled time of employment.

Support staff who do not work their regularly scheduled hours are expected to complete leave requests when they are absent.

Job descriptions for support staff will be reviewed annually; with performance evaluations.

Date of Adoption: November 11, 2011

#### **4240 CLASSIFIED STAFF EMPLOYMENT AGREEMENT**

**Classified Staff Employment Agreement is attached as Form 4000-13 to this policy book.**

#### **4250 TEACHERS AND EMPLOYEES; PLEDGE**

All persons engaged in the public schools of the State of Nebraska and all other employees paid from public school funds, shall sign the following pledge:

I, ....., do believe in the United States of America as a government of the people, by the people, for the people; whose just powers are derived from the consent of the governed; a democracy in a republic; an indissoluble nation of many sovereign states; a perfect union, one and inseparable; established upon those principles of freedom, equality, justice and humanity for which American patriots sacrificed their lives and fortunes.

I acknowledge it to be my duty to inculcate in the hearts and minds of all pupils in my care, so far as it is in my power to do, (1) an understanding of the United States Constitution and of the

Constitution of Nebraska, (2) a knowledge of the history of the nation and of the sacrifices that have been made in order that it might achieve its present greatness 3) a love and devotion to the policies and institutions that have made America the finest country in the world in which to live and (4) opposition to all organizations and activities that would destroy our present form of government.

Date of Adoption: July 13, 2015



