

## ARTICLE 4: PERSONNEL

### Concepts and Roles in Personnel

#### Introductory Statement

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The board of education of Custer County School District No. 180 believes that a capable, well trained, and student-oriented staff is of prime importance in maintaining a quality learning environment. To that end, the board of education endorses hiring procedures which involves a competitive interview process and will insure that the best personnel available will be employed. The school district will participate in staff development and evaluation practices which will maintain quality employees.

All school personnel shall be hired by the board of education and such action shall follow closely the recommendations of the superintendent of schools. The superintendent of schools shall be responsible for administering recruitment, assignment, evaluation, staff development, and termination procedures which will harmonize with board of education policies. All new personnel assignments and reassignments will be reported by the superintendent of schools to the board of education at the next regular monthly meeting of the board of education. Such actions shall be subject to a majority vote of the entire board of education.

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

Throughout this article and all school board policies the reference to classified personnel shall refer to any employee who does not hold a teaching certificate or is not actively assigned to teaching students. It shall include, but not be limited to custodians, grounds keepers, school lunch personnel, teacher aids, secretaries, etc. The use of the term certified employee shall include all employees that have a teaching certificate and/or holds an endorsement to teach. Certified employees shall include the superintendent of schools, building principal, all teachers, and guidance counselor.

Legal Reference: §79-501 District Boards, Hiring of

Superintendent, Teachers and  
Personnel.  
§79-520 Class III School District,  
Board of Education, Selection  
of Officers, rules and  
Regulations, Compensation.  
§79-818 District Board, Employment of  
Teachers and Administrators,  
Prohibitions.

**A. Elimination of Discrimination.**

The Callaway Public School District 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 Callaway Public School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Patrick Osmond, Superintendent, 101 North Needham, Callaway, NE 68825, (308) 836-2272.

Employees and Others: Patrick Osmond, Superintendent, 101 North Needham, Callaway, NE 68825, (308) 836-2272.

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 for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.**

**1. Purpose:**

The Callaway Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and 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 race, color, national origin, religion, disability, age, sex, or other protected category, 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:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. 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 race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,

- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. 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,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. 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).

## **2. 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.

### **3. 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 (designated coordinator). 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 ("discrimination") 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.

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and

provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

*i. 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 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 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. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. 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.** Periodic status updates will be given to the parties, if necessary.

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. 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 students' education, 4) the 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.
- d. 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. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and
- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

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 (see the Remedies section, below, for additional information about remedies). 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 **ten (10) working days** 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 to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

*ii. 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 **ten (10)**

**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.]

*iii. 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 ten (10) 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 the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. 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.

**4. Remedies:**

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District

generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.

- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
  - i. Know the school's prohibition against discrimination, harassment, and retaliation.
  - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
  - iii. Understand how and to whom to report any incidents of discrimination.
  - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
  - v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.
- g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future

proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

**5. 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,

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to

local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

**6. Training:**

The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, 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. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed

separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.

- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific 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.

**7. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. 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.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. 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.

- e. 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.
- f. 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.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. 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.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

**8. 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 will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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.

Date of Adoption: August 8<sup>th</sup>, 2011

**Complaint Form**

**ADMR 4003.1**

**Discrimination, Harassment or Retaliation**

The Callaway Public School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

**Students:** Patrick Osmond, Superintendent, 101 North Needham, Callaway, NE 68825, (308) 836-2272.

**Employees and Others:** Patrick Osmond, Superintendent, 101 North Needham, Callaway, NE 68825, (308) 836-2272.

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

(1) Description of the complaint:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any document supporting the complaint:

\_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do \_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

\_\_\_\_\_  
\_\_\_\_\_.

(5) Relief requested (what I want done in response to this complaint):

\_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: \_\_\_\_\_  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**Notice of Nondiscrimination**

**4005**

Custer County School District No. 180 shall not discriminate on the basis of sex, race, national origin, religion, marital status, age, or handicap in admission or access to, or employment in, its programs and activities. The school district shall employ personnel on the basis of the most qualified persons, with no discrimination concern as to sex, race, national origin, religion, marital status, age, or handicapping condition.

Any person having inquiries concerning the compliance of the school district with the nondiscrimination policies is directed to contact the local coordinator, who shall be the building principal, telephone number (308) 836-2272, or the superintendent of schools, telephone number (308) 836-2272. Concerned individuals may also contact the Assistant Secretary for Civil Rights, U.S. Department of Education, regarding the institution's compliance with the regulations implementing Title VI, Title IX, or Section 504. Also refer to Policy 4010, Sexual Harassment Prohibited.

Students (or parents on behalf of a student) or employees who suspect that they have become the victim of a discriminatory act, intentional or unintentional, because of a school employee or school district policy should:

- I. Discuss the grievance with the local coordinator within ten (10) school days of the alleged situation.
  
- II. If the matter is not resolved to the satisfaction of the complainant, the complainant should contact the superintendent of schools and submit the nature of the grievance in writing to the superintendent of schools within ten (10) school days of receiving an oral response from the local coordinator. (Should the superintendent of schools be the focus of any accusation, a report of the incident should be made to the president of the board of education and Step 2 will be omitted.) The superintendent of schools will, within ten (10) school days of receiving the written grievance, interview the complainant, investigate the nature of the grievance, and submit in writing to the complainant a proposed resolution.
  
- III. If not satisfied with the superintendent of schools'

response, the complainant should submit a written request for a board hearing on the grievance to the president of the board of education within ten (10) school days of receiving the superintendent of schools' response.

IV. The board of education will convene a hearing on the grievance within twenty (20) school days of receiving a written request for a hearing and reserve the right to solicit evidence and testimony from all pertinent sources.

V. The board of education will submit a written resolution of the grievance to the complainant within twenty (20) school days of conducting the hearing. The decision of the board of education will conclude the grievance procedure.

If the grievance procedure should occur or extend into a period of time that school would not be in session any reference to 'days' will refer to week days, Monday through Friday, excluding holidays. If a building principal or the superintendent of schools is the focus of the initial grievance, the procedure should be initiated at the next higher step. If a board of education policy is the focus of the grievance, the procedure should be initiated with the superintendent of schools.

Students or employees may be represented by advocates or legal counsel at any or all steps of the grievance procedure, and they may have access to school records or documents that are not otherwise protected by privacy statutes.

Legal Reference:       §48-1219  
                          through           Discrimination, Wages, Sex.  
                          §48-1227  
                          §79-2,114  
                          through           Equal Opportunity in  
                          §79-2,124           Education.

Title IX, 1972 Federal Education Amendments,  
Section 504, 1973 Federal Rehabilitation  
Act, Title VI, VII, 1964 Federal Civil  
Rights Act.

**Sexual Harassment Prohibited**

4010

Sexual harassment of any employee, classified or certified, of any student, of a vendor, or by any individual under the jurisdiction of this school district is expressly prohibited as a violation of both State and Federal law and by board policy. The area of jurisdiction of the school district covers employees when on or in school district property, regardless of duty hours, or while an employee is off or outside school district property but still on an assignment for the school district.

Persons subjected to sexual harassment shall report the incident to the school district's Title IX officer, building principal, telephone number (308) 836-2272, or the superintendent of schools, telephone number (308) 836-2272. Should the superintendent of schools be the focus of any accusation, a report of the incident should be made to the president of the board of education. The report of any incident may be formal or informal and should be reported within ten (10) working days of the occurrence. Informal reports may be made verbally or in writing. If the person filing an informal report has not received a response or is not satisfied with the response received may, within five (5) working days, file a formal complaint. Classified personnel filing a formal complaint shall follow the grievance procedures set for by Policy 4225, Grievance Procedure for Classified Personnel. Certified personnel filing a formal complaint shall follow the grievance procedures set forth by Policy 4625, Grievance Procedure For Certified Personnel.

Sexual harassment may include, but not be limited to, verbal harassment or abuse, pressure of any type for sexual activity, remarks of a sexually demeaning implication, unwelcome touching, or any suggestion of sexual involvement which carries with it any implied or explicit threat concerning one's grades or employment.

Regarding school employees, unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature shall constitute sexual harassment when:

- I. Submission to sexual conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
- II. Submission to or rejection of such conduct by an individual

is used as a basis for employment decisions affecting such individual.

III. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any form of retaliation against a person on reporting a sexual harassment incident shall be prohibited. Such retaliation could include, but not be limited to, job reassignment, adjustment of working hours, or a change in working conditions. After the filing of either a formal or informal complaint the accused person of sexual harassment incident shall be notified of the complaint.

The services of any employee that is the subject of the accusation may be temporarily suspended, with or without pay, while the accusation is being investigated. If, after review of any report, it is determined that the accusation is valid, action taken by the superintendent of schools and/or by board of education may range from a simple reprimand to the separation of employment with the school district. The action taken will depend upon the severity of the incident.

The personnel files of any employee falsely accused of sexual harassment will be purged of all references of the incident.

Consensual sexual relationships involving adults of legal age will not be considered sexual harassment.

Legal Reference: §79-2,114  
through Equal Opportunity in  
§79-2,124 Education.

Title IX, 1972 Federal Education Amendments,  
Section 504, 1973 Federal Rehabilitation  
Act, Title VI, VII, 1964 Federal Civil  
Rights Act.

Policy Adopted: \_\_\_\_\_

The board of education directs the superintendent of schools or his or her designee to develop administrative procedures to advise staff members of their responsibilities and procedures to be followed as described by statutes relating to child abuse.

Abuse or neglect shall mean knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be:

- I. Placed in a situation that endangers his or her life or physical or mental health.
- II. Cruelly confined or cruelly punished.
- III. Deprived of necessary food, clothing, shelter or care.
- IV. Left unattended in a motor vehicle, if such minor child is six or younger.
- V. Sexually abused.
- VI. Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, public indecency, or obscene or pornographic photography films or depictions.

Legal Reference:	§28-710 through §28-717 §43-2101	Child Abuse, Reports, Investigation, Liability.  Persons Declared Minors, Marriage Effect.
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**Procedures For Reporting Abuse or Neglect**

**4015.1**

- I. The requirements under this administrative regulation shall apply to all minor children enrolled in this school district reporting or claiming abuse or neglect. Minor child shall be defined as any unemancipated person under the age of nineteen.
- II. Any employee who has reasonable cause to believe that a minor child has been abused or neglected shall report such abuse or neglect.
- III. The employee shall notify his or her immediate supervisor. On the same day the complaint by the minor child is made, the supervisor or the employee or both shall report or cause an oral report to be made to the Child Protective Service Unit of the Nebraska Department of Social Services or to the local police department. The oral report shall be followed by a written report, and to the extent available it shall contain the address and age of the abused or neglected child; the address of the person or persons having custody of the abused or neglected child; the nature and the extent of the abuse or neglect or the conditions and circumstances which would reasonably result in such abuse or neglect; any evidence of previous abuse or neglect, including the nature and extent; and any other information which may be helpful in establishing the case of such abuse or neglect and the identity of the perpetrator or perpetrators.
- IV. Any employee participating in an investigation or the making of a report pursuant to the provisions of the Nebraska statutes relating to child abuse or neglect, or participating in a judicial proceeding resulting therefrom shall be immune from any liability, civil or criminal, that might otherwise be incurred or imposed, except for malicious false statements. No employee shall be terminated from employment or be otherwise subject to reprisals because the employee participated in the reporting or made the actual report of such child abuse or neglect.
- V. Any employee who willfully fails to make any report required by statutes or knowingly releases confidential information shall be subject to the penalties as set forth by Nebraska Statute Chapter 28, Article 7.

- VI. All reports shall be confidential and shall not become a part of a student's educational record.
- VII. The parents or guardians of the abused or neglected child need not be notified.
- VIII. If the employee considers the situation to be critical and possibly life threatening, and when the Child Protective Services Unit cannot respond promptly, the employee, in cooperation with the employee's immediate supervisor, shall obtain assistance by calling 911 and requesting the local police department or an ambulance to respond as appropriate.
- IX. A representative, properly identified, from the Child Protective Services Unit or from the local police department shall be allowed to interview the child at the school facility following a report of child abuse or neglect. The employee and/or the immediate supervisor shall be present during the interview.
- X. Photographic evidence may be obtained only by law enforcement personnel.
- XI. Nothing in this administrative regulation shall be construed to prohibit employees from the professional sharing of observations and information about a student or requesting the same from other employees; however, once the observation and information causes an employee to become aware of any abuse or neglect, the obligation to report becomes mandatory.

Legal Reference:	§28-710	Child Abuse, Reports,
	through	Investigation, Liability.
	§28-717	
	§43-2101	Persons Declared Minors,
		Marriage Effect.



The personal safety and health of each employee of Custer County School District No. 180 shall be of prime importance. The prevention of occupational induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. To the greatest degree possible, the board of education will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standard.

The school district shall maintain a safety and health program conforming to the best practices of organizations of this type. To be successful, such program must embody the proper attitudes toward injury and illness prevention on the part of both the administration and the staff members. Maintaining high health and safety standards shall require cooperation of all levels of personnel. The school district's safety and health program shall include:

- I. Providing mechanical and physical safeguards to the maximum extent that is possible.
- II. Conducting a program of safety and health inspections to find and rid the school of unsafe working conditions or practices; to control health hazards; and to comply fully with the safety and health standards of the job.
- III. Training all employees in good safety and health practices.
- IV. Providing necessary personal protective equipment and instructions for its use and care.
- V. Developing and enforcing safety and health rules; requiring that employees cooperate with these rules as a condition of employment.
- VI. Investigating, promptly and thoroughly, every accident to find out what caused the accident and to correct the problem so that it won't occur again.

It is recognized that the responsibilities for safety and health are shared:

- I. As your employer, the school district accepts the responsibility for leadership in the safety and health program, and for its effectiveness and improvement, and for providing the safeguards required to ensure safe

conditions.

- II. The school administration shall be responsible for developing the proper attitudes toward safety and health for themselves and for those they supervise; and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves.
- III. As employees, you are responsible for wholehearted, genuine cooperation with all aspects of the safety and health program - including compliance with all rules and regulations, and for continuously practicing safety while performing your duties.

Refer to Policy 3530, School District Safety Committee.

- IV. The personnel records of each employee shall identify a physician and a medical care facility that may be contacted in case the health or an injury should require medical attention. The physician and facility should be located in the area. Once an employee is notified to provide the information the school district shall not be responsible if this information is not made available to be placed in the individual's personnel file. It shall be the employee's responsibility to keep this information current.

Policy Adopted: \_\_\_\_\_  
New Policy

**Work Area Safety and Accident Reporting**

**4025.1**

Instructors or sponsors of groups using laboratories, including science, art, or shop areas will be responsible for seeing that individuals or groups working with the following materials or in the following areas will wear the appropriate eye and/or face protection.

- I. Hot molten materials.
- II. Milling, sawing, turning, shaping, cutting, grinding, or stamping of solid materials.
- III. Heat treatment, tempering, or kiln firing of any metal or other materials.
- IV. Gas or electric arc welding or other forms of welding processes.
- V. Repair or servicing of any vehicles.
- VI. Caustic or explosive materials.
- VII. Hot liquids or solids, injurious radiation or other hazardous materials.

Eye protection devices used shall meet the standard of the American National Standard Practice for Occupational and Educational Eye and Face Protection, Z 87.1 (1979) as approved by the American National Standards, Inc.

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

Also refer to Policy 3530, School District Safety Committee.

Legal Reference: §79-715 Eye Protective Devices,

Required, When, Term Defined.

Policy Adopted: \_\_\_\_\_  
New Policy

**Social Security and Workman's Compensation**

4030

All employees of the school district are required to participate in the Federal Social Security program. Consequently, federal regulations shall be used to determine employee and employer contributions.

In accord with state and federal statute, all classified and certified staff are insured against work related injury and consequent disability by workers compensation insurance.

Legal Reference:	\$44-1615	Public Employees, Insurance Authorized.
	\$48-106	Employer, Workers Compensation Act.
	\$79-502	School District, Insurance Coverage.
	\$79-901 through \$79-977.01	School Retirement System.

Policy Adopted: \_\_\_\_\_  
New Policy

**Work on Inclement Weather Days**

4035

Classified and certified personnel who miss work due to inclement weather, when school is in session will not be paid for the time missed.

Under no circumstances will sponsors hold organized activity practice or request some students to be in attendance if school is not in session.

Any employee who is unable to report to work because of a health related condition shall contact his or her building principal or designated supervisor at the earliest opportunity.

If any employee experiences a health related absence of three days or more or demonstrates a pattern of frequent health related absences, the board of education reserves the right to require the employee to present school officials with a physician's statement for documenting either (1) the need to remain absent from work or (2) the employee's fitness to return to work. The school district further reserves the right to require a second opinion on such medical circumstance from a physician chosen and reimbursed by the school district.

Should an employee have a prolonged health-related absence beyond provisions as set forth by school district policy or refuse to cooperate in securing physicians' statements as described above, the board of education reserves the right to terminate the employment.

In the event an employee contracts a communicable disease, continued employment decisions will be based on guidelines established by the Nebraska State Department of Health.

Legal Reference: §79-827

Certified Employee,  
Contract Cancellation.

Policy Adopted: \_\_\_\_\_  
New Policy

**National Guard/Reserves and Jury Duty**

**4045**

Employees who are members of the National Guard or Reserves should attempt to schedule time for the normal annual active duty during time when school is not in session. If it becomes necessary for a school employee to serve on active duty during the school year, the employee shall not lose pay or benefits for time spent on active duty, up to 15 days in a calendar year. Beyond 15 days, if on active duty upon the call of the Governor of the State of Nebraska, the district will add compensation to the activity-duty pay to the amount of the employee's regular salary level.

Employees called for jury duty will be excused without loss of pay or benefits. The employee will receive regular salary and may keep any expense money paid by the court, but shall remit jury pay to the school district.

Legal Reference:	§25-1640	Employee, Jury Service, Penalties Prohibited.
	§55-160	National Guard/Reserve, Absence Without Loss of Pay.

The superintendent of schools shall, after consulting with building principal and other personnel, assign employees to positions described in board policy and, should staffing needs dictate, transfer employees to different positions for which they are qualified. All employee assignments are subject to the approval of the board of education. In making assignments, consideration shall be given to the following factors:

- I. Certification.
- II. Endorsement(s).
- III. Experience.
- IV. Teacher preference.
- V. Professional strengths and weaknesses.
- VI. Demands of the instructional program.
- VII. The discretion of the superintendent and/or the building principal.

Unless emergency situations prevail, all staff vacancies, certified and classified, will be posted in designated offices or work areas. Current employees may apply for existing vacancies by writing a letter of interest to the administrator identified on the posting notice.

If the situation permits, current employees will be granted an interview for other positions for which they are qualified. However, the district does not regard it an obligation to guarantee current employees priority consideration over candidates not currently employed by the school district.

Attempts will be made to determine duty assignments of staff members at the time of the issuance of contract for certified personnel or at the time the board of education approves the continued employment of classified personnel, but such determinations are subject to change as conditions may dictate prior to the opening of each school year. Insofar as possible, the school administration shall make a fair and equitable distribution of duties, teaching loads, and other responsibilities.

All personnel will be expected to serve on committees to

aid in the improvement of instruction, the health and safety of the workplace, or other assignments as may be designated by the school administration.

Legal Reference:       §79-818                   District Board, Employment of  
  Teachers,           Administrators,  
  Contracts, How Executed.

Monthly payments for all classified and certified employees will be made on the 15th of each month, starting the month following commencement of employment. If the 15th day falls on a weekend or vacation day employees will be paid the last school day prior to the 15th. The annual salary of all full time employees will be divided into 12 equal monthly payments. If a certified employee terminates his or her employment with the school district upon the completion of a school year, he or she will continue to be paid on a 12-month basis as specified in the contract document.

Payroll deductions from salary will be made at the written request of the employee for association dues or tax sheltered annuities. All other deductions required by law shall be made.

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

**Personnel -All Employees**

**Wage and Deduction Information**

4056

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: \_\_\_\_\_



Delinquency, Effect,  
Withholding of Funds of  
District.  
\$79-805 Teachers or Administrators  
Without Certificates,  
Employment Prohibited,  
Effect.



**Tobacco Use Prohibited**

**4065**

In order to promulgate a healthy environment for students and staff and to encourage healthy behavior in students, it is the board of education's policy that there will be no tobacco use in any school buildings, school grounds, or school vehicles at any time. This regulation applies to all students, staff, patrons, and visitors. School administrators are charged with the responsibility of administering this policy including, if necessary, the disciplining of violators.

Refer to Policy 5555, Drugs, Tobacco, Alcohol and Other Illegal Items.

Legal Reference:       §28-1418                   Tobacco Use by Minors.  
                              §79-443                    District Board, Schools,  
  Supervision and Control.

This school district is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the school district unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

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

I. DEFINITION OF TERMS.

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

- A. The 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.
- B. The possession, use, or distribution of alcohol on the school premises or as a part of any of the school's activities.
- C. The unlawful possession of a prescription drug is prohibited.
- D. As used herein, the term "school premises" shall mean any property whether owned, leased, or in other manner under the control of the board of education of this school district.
- E. As used herein, the phrase "as a part of any of the school's activities" shall mean any activity or enterprise carried out in whole or in part under the auspices of this school district.

II. PROCEDURES.

- A. All employees and each new employee will receive a copy of this policy.

- B. Each employee of this school district will be provided an inservice explaining the requirements and ramifications of this policy in relationship to his or her employment in this school district.
- C. Each employee will acknowledge receipt of this policy and will sign such form acknowledging receipt and acknowledging the school district's policy of absolutely prohibiting conduct as set forth in this 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 the school district's receipt of federal funds in jeopardy.
- D. 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 from the superintendent of schools or his or her designee at the time this policy is distributed to the employee. If no question is directed by an employee to the superintendent of schools or his or her designee, it shall be the legal position of the school district to presume that the employee has understood and will abide by this policy.
- E. In the event of any non-compliance by any employee with this policy it shall be the duty of the superintendent of schools or his or 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 within 70 miles of the administrative offices of the school district. If no such programs are available within 70 miles, then such other programs as may exist in the State of Nebraska shall be made known to such employee. The superintendent of schools or his or her designee shall maintain a list of such available services and shall from time to time update such list.

- F. Sanctions which may be taken against an employee for non-compliance with this policy may be any one or more of the following:
1. An oral reprimand.
  2. A written reprimand.
  3. Suspension with pay.
  4. Suspension without pay.
  5. Termination of employment.
  6. Cancellation of employment.
  7. Non-renewal of employment.
  8. Referral to appropriate authorities for criminal prosecution.
  9. Mandatory enrollment in inpatient care or otherwise as a term and condition to any continuing employment by the school district.
  10. Mandatory enrollment in any training programs that are or may be provided by the school district or others relating to any of the activities prohibited by this policy.
- G. Disciplinary action sought to be imposed by the superintendent of schools or his or her designee shall be carried out in accordance with the established policies of the school district. 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 in the sole discretion of the superintendent of schools or his or her designee subject to the superintendent's approval, provided only that such action shall be carried out within the bounds of applicable law.
- H. Conviction of an employee of the school district 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 superintendent of schools or other official of the school district, any employee convicted as above described may be disciplined in any manner provided by statute, the contract of the employee, any existing policy of the school district, 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.

- I. 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 immediate preceding paragraph, the school district by and through its superintendent of schools or his or her designee may require the employee to successfully finish a drug abuse program. As used herein, the term "drug abuse program" shall mean a drug abuse program sponsored by an approved private or governmental institution. The superintendent of schools or his or her designee may require the employee to provide the superintendent of schools or his or her designee written documentation satisfactory to the superintendent of schools or his or her designee that the employee has successfully finished such program. If aftercare is recommended by such institution, then the superintendent of schools or his or her designee at his or her sole discretion may require the employee to enroll in such aftercare program and to participate in a manner satisfactory to the provider of such aftercare program. The superintendent of schools or his or her designee may require ongoing reporting of such participation as a term and condition of continuing employment by such employee with the school district.
  
- J. It shall be the policy of this school district 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 superintendent of schools or his or her designee. The employee has five (5) days to report any charges or conviction to the superintendent of schools after which the board of education has thirty (30) days to react to the situation. 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 or her own legal advice regarding any such potential self-incrimination.

III. It shall be the policy of this school district to provide information to all students concerning available drug and alcohol counseling, rehabilitation, and re-entry program within 70 miles of the administrative offices of this school district or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of this school district.

In the event of disciplinary proceedings against any student for any school district policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs or alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug or alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent, parents, or guardian.

IV. It shall be the policy of this school district, in addition to standards of student conduct elsewhere adopted by school board policy or administrative regulation, to absolutely prohibit the unlawful possession, use, or distribution of illicit drugs or alcohol on school premises or as a part of any of the school's activities. This shall include such unlawful possession, use, or distribution of illicit drugs or alcohol by any student of this school district during regular school hours or after school hours, at school sponsored activities on school premises, or at school sponsored activities off school premises.

Conduct prohibited at places and activities as hereinabove described shall include, but shall not be limited to, the following:

- A. Possession of any controlled substance, possession of which is prohibited by law.
- B. Possession of any prescription drug in an unlawful fashion.
- C. Possession of alcohol on school premises or as a part of any of the school's activities.
- D. Use of any illicit drug.

- E. Distribution of any illicit drug.
- F. Use of any drug in an unlawful fashion.
- G. Distribution of any drug or controlled substance when such distribution is unlawful.
- H. The possession, use, or distribution of alcohol.

It shall further be the policy of this school district that violation of any of the above prohibited acts will result in disciplinary sanctions being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and/or referral to appropriate authorities for criminal persecuting.

- V. It shall be the policy of this school district to provide each student of this school district with a copy of the standards of conduct for student behavior in the district which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. Such standards of conduct and the school district's policy of disciplinary sanctions that may be taken for violation of such standards of conduct shall be given to each student and his or her parent or parents or guardian prior to the commencement of each school year on a form to be developed by the administration or the board of education.

It shall further be the policy of this school district to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be issued in duplicate and shall contain in prominent letters the following language: "THIS RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING THIS SCHOOL DISTRICT HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THE SCHOOL DISTRICT EXACTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS OR ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN SCHOOL BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE SCHOOL DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS SCHOOL DISTRICT FULLY UNDERSTAND

THE SCHOOL DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS OR ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREINABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

VI. It shall be the policy of this school district to review biennially its entire program pertaining to the prevention of the use of illicit drugs and the abuse of alcohol by students and employees to determine the effectiveness of the program and to implement such changes to the program as are deemed needed.

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

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

- A. The date and nature of any incidents of non-compliance with the school district's policies pertaining to the unlawful possession, use, or distribution of illicit drugs or alcohol by students or employees.
- B. The nature of any sanction carried out against any such person in violation of such policies.
- C. A brief description of any treatment, counseling, or rehabilitation that any such individual in violation of any such policy shall be undertaking and whether

such undertaking was voluntary or involuntary.

VIII. ACKNOWLEDGMENT OF UNDERSTANDING AND RECEIPT OF THE BOARD OF EDUCATION STANDARDS AND POLICIES PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS OR ALCOHOL ON THE SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES.

I, the undersigned, do by affixing my signature hereto acknowledge that I understand the absolute prohibition of the school district against any employee of the school district to engage in unlawful possession, use, manufacture, or distribution of illicit drugs or alcohol on the school premises or as a part of any of the school district's activities as defined by school district premises or as a part of any of the school district's activities as defined by school board policy or administrative directive. I further understand by affixing my signature hereto that disciplinary sanctions up to and including termination of my employment and referral of me for criminal prosecution may be imposed upon me for any violation of these standards. I further agree to be bound by these standards and acknowledge that I have been fully notified and that all policies have been explained to my satisfaction and full understanding by appropriate school personnel. I further understand that compliance with these standards is mandatory and is a material term and condition of my employment by this school district.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

\_\_\_\_\_  
Signature of Employee

IX. It shall be the policy of this school district to provide age appropriateness and developmentally based drug and alcohol education and prevention program for all students of the schools. It shall be the policy of this school district to require instruction at each grade level concerning the adverse effects resulting from the use of illicit drugs and alcohol. Such instruction shall be designed by affected classroom teachers or as otherwise directed by the board of education to be appropriate to the age of the student exposed to such instruction. Such instruction should be described in any curriculum guides of the school district and should have as one of its primary objectives the prevention of the use of illicit drugs and alcohol by such students. It shall further be the policy of this school district to encourage the use of outside



In an attempt to insure that all students riding the school buses of Custer County School District No. 180 are being safely transported to and from their planned destination the school district shall participate in the Omnibus Transportation Employee Testing Act of 1991. The overall goal of this act is to ensure a drug-free and alcohol-free transportation environment and to reduce accidents, injuries and fatalities. The requirements associated with drug testing of bus drivers is in addition to those other requirements established by federal or state law or any other school board policies regarding the use of alcohol and drugs. This policy shall include all persons subject to commercial driver's license requirements. This program shall include drug and alcohol testing for drivers for reasons of reasonable suspicion, random testing, post-accident testing, return to duty and follow-up testing, and re-employment drug testing. The superintendent of schools shall be responsible for maintaining appropriate records, and notifying drivers of the requirements and consequences of the program.

DEFINITIONS.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl and isopropyl alcohol.

Driver: Any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers, leased drivers and independent, owner-operated contractors.

Drugs: Includes any of the following controlled substances: marijuana, cocaine, opiates, amphetamines, and Phencyclidine (PCP).

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by a School District's drug testing program.

Regulations: Those regulations promulgated by the Department of Transportation found in 49 CFR, Part 40. and the regulations promulgated by the Federal Highway Administration found at 49 CFR, Part 382, as from time to time amended.

Safety-Sensitive Function: Includes all on-duty functions performed from the time a driver begins work or is required to be ready to work until he or she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the school district or paid work for any other entity.

Substance Abuse Professional: A licensed physician or certified psychologist, social worker, employee assistance professional or certified addiction counselor with knowledge of any clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

#### PROGRAM COORDINATOR.

The board of education shall designate the superintendent of schools as the program coordinator to implement the alcohol and drug testing program of the district within the guidelines of this policy.

#### ALCOHOL AND DRUG PROHIBITIONS.

No driver shall report for duty or remain on duty during the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No driver shall be on duty or operate a vehicle for this school district while he or she possesses alcohol. No driver shall use alcohol while performing safety-sensitive functions. No driver shall perform safety-sensitive functions within four hours after using alcohol. No driver required to take a post-accident test shall use alcohol for eight hours following the accident or until he or she undergoes a post accident alcohol test (whichever comes first).

No driver shall report for duty or remain on duty requiring the performances of safety sensitive functions when the driver uses any drug, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely perform the function. No driver shall report for duty, remain on duty or perform a safety-sensitive function if the driver tests positive for drugs. No driver shall refuse to submit to a drug or alcohol test when provided for under this policy of the federal regulations noted above.

#### PRE-EMPLOYMENT TESTS.

Drug tests shall be conducted in accordance with the federal regulations noted above before any bus driver is permitted to perform a safety-sensitive function for this school district. Testing for newly-hired drivers shall be conducted after the offer of employment but before employment commences. Offers of employment are contingent on this test result. A refusal to submit to drug testing and/or refusal to release information as required by Custer County School District No. 180 shall remove the applicant from employment consideration. Such testing will also be required of any employee transferring into a covered position.

Exceptions may be made for drivers who have participated in the drug testing program required by law within the previous thirty (30) days, have been drug tested within the previous six months, or have been in a random program for the previous twelve months, and the previous employer(s) of the driver has no knowledge of a violation within the previous six months, provided that local school officials have been able to make all previous verifications required by law.

Legal Reference:	§79-602	Pupils, Transportation, Vehicles, Inspections.
	§79-603	Pupils, Transportation, Vehicles, Safety Features, Violations, Penalty.
	§79-608	Pupils, Transportation, Buses.
	§60-4,144	Alcoholic Liquor, Implied Consent to Submit to Chemical Tests, Refusal or Failure, Reports.
		Federal Drug Free Schools and Communities Act, 1986, Amendments, 1989, PL 101-226. Department of Transportation 49 CFR, Part 40 and 49 CFR, Part 382.

Policy Adopted: \_\_\_\_\_  
 New Policy

**Human Immunodeficiency Virus (HIV)**

**4075**

Since the Human Immunodeficiency Virus (HIV) is not spread by casual contact it is technically not a communicable disease.

The following guidelines apply to personnel known to be infected with HIV. This includes personnel with Acquired Immune Deficiency Syndrome (AIDS); AIDS Related Complex (ARC); or personnel who are diagnosed by their physicians as being infected with HIV. These persons shall be referred to as HIV infected persons in the following guidelines:

- I. It is the goal of this school district for all infected persons to be able to work and participate in an unrestricted setting as long as such participation does not create imminent danger to the students or other individuals in the school setting. However, exceptions may be made for persons with impairments resulting in the lack of control of body secretions, persons having oozing lesions, or behavioral disorders. The need for a restrictive environment will be assessed on a regular basis.
  
- II. A team approach will be used to determine the most appropriate employment conditions for said person. Team members may include: (1) A physician of the staff member; (2) A physician appointed by the board of education; (3) The school nurse or school health officer; (4) The building principal; (5) a health officer or social services representative of the Nebraska Department of Health or

Nebraska Department of Social Services; and (6) one or more staff members appointed by the building principal, who are familiar with the employee and his or her work schedule. Membership to this team may be adjusted at the discretion of the superintendent of schools. The superintendent of schools shall serve as ex officio members of the committee.

- III. A chairperson shall be designated. It shall be the responsibility of this person to assure due process and that any hearing is fair and just. Information about the review team meetings and/or decisions for public release should be carefully screened to protect confidentiality. Another member of the review team should be appointed to keep records of the meeting. Meetings and decisions of the review team must be documented in writing and a copy made available for review by persons with a need to know.
- IV. The team, as soon as feasible, will present a written recommendation to the superintendent of schools based upon the majority of the team. Minority opinions may also be presented.
- V. Infected school district personnel will be considered on an individual basis. The team approach will be implemented for each individual case. The superintendent of schools may recommend temporary suspension from duties until the team, set forth in Paragraph Two above, has had an opportunity to meet.
- VI. The superintendent of schools will make a recommendation to the board of education, based upon the report and his or her judgment, made after consultation with other appropriate persons, as to whether the individual can effectively carry out his or her duties in the school system. The board of education will make the final determination of the case and notify the employee of their decision.
- VII. In addition to other health factors, the nature and scope of duties will be considered in making recommendations.
- VIII. Failure to report and release health information could result in suspension, with pay, or other employment sanctions including termination of employment. Prior to any suspension taking effect, the employee will be given related information that the district has and the employee will be presented with an opportunity to respond through

avenues set forth by the policies of the school district.

- IX. Hygiene instruction shall be provided for those with direct exposure with the HIV infected person in order to protect said person and those having direct contact with said person.
  
- X. The HIV infected person's right to privacy will be preserved by all team members involved in the care and education of said person. This school district will develop administrative procedures for staff contact with HIV infected persons, confidentiality of records, and information released.
  
- XI. Efforts will be made to educate parents, students, school district personnel, and school district patrons about HIV infections.

Refer to Policy 3530, School District Safety Committee.

Policy Adopted: \_\_\_\_\_  
4153

**Student Threats**

**4080**

Students frequently come under considerable pressure from school activities and from situations which may occur outside the school setting. All school district personnel must be constantly alert to how students may react to these pressures. In the event school district personnel hear a student threatening physical harm to either him or her self or to other individuals the employee will report this to the building principal or to the superintendent of schools who shall relate this information to the student's parent or parents and to the student's teacher or teachers. After discussing the situation with a committee which may include but not limited to the building principal, a staff member, and the guidance counselor, a decision shall be made as to any additional action needed at the school level.

Policy Adopted: \_\_\_\_\_  
New Policy

**Student Punishment/Corporal Punishment**

4085

Each teacher is responsible for the conduct of all students. Any discipline problem with which the teacher feels inadequate, may be referred to the building principal and the parents or guardian.

Disciplinary conferences including the student, parents or guardian, and school personnel, called to consider a pupil's misbehavior in school shall always focus on the education and welfare of the student. These shall never be punitive in nature, nor to the extent possible, resemble adversary proceedings. It is the intent of the board of education that due process in the school district shall display a high regard for the best interest and welfare of each student.

Certified staff members are responsible for assisting with the discipline of students between classes, before and after school, and at school activities.

A staff member may, however, use reasonable physical force against a pupil, without advance notice of the building principal or his or her designee when:

- I. It is essential for self defense.
- II. It is for the preservation of order.
- III. It is for the protection of other persons or property of

this school district.

Staff members should refrain from touching a student without the student's permission, particularly during a time that a student is being reprimanded for his or her behavior. Such action could be misconstrued as a form of battery or sexual harassment.

Legal Reference:	§28-1413	Use of Force With Responsibility for Care, Discipline or Safety of Others.
	§79-295	Corporal Punishment Prohibited.

Policy Adopted: \_\_\_\_\_  
5144

**PERSONNEL-CLASSIFIED STAFF**

**"At Will" Employee Status**

**4205**

In accordance with American common law and accepted practice in Nebraska labor relations, classified staff members are regarded as "at will" employees, meaning that they are hired for an indefinite period of time and may be terminated at any time or without cause by the superintendent. However, no employee can be terminated for reasons that would violate an employee's civil rights as extended to them by the United States Constitution and other state and federal statutes.

Employees are to give first effort to their school employment. Outside, or other employment will be done on the employees unscheduled time or free time. Failure to meet the school work schedule will result in loss of wages or discharge from employment.

Policy Adopted: \_\_\_\_\_  
New Policy

**Work Day (Classified Employees)**

**4210**

The normal work week for all full-time classified employees shall be 40 hours per week. The work week of all full time classified employees will be determined by the superintendent of schools with the approval of the board of education. The beginning and ending time each day will be arranged by the immediate supervisor with the approval of the superintendent of schools. Overtime must receive prior approval of the superintendent of schools or his or her designee. Overtime, in excess of 40 hours per week, will be paid at time and a half of the regularly scheduled rate. The school district will not pay for any hours worked that are performed at home or other locations not covered within this policy.

The work week for all full-time classified employees shall begin at 12:01 A.M. Sunday morning and end at 12:00 P.M. Saturday night unless otherwise designated by the superintendent of schools.

Each employee will be granted a fifteen minute break after each two and one-half hours of work. The maximum number of breaks per day will not exceed two per day.

Each employee working at least eight hours per day will be granted a noon break. The noon break must be scheduled with the approval of the employee's supervisor and the superintendent of schools.

Classified employees will turn in time cards or work sheets as designated by the superintendent of schools. The employees shall be responsible for the accuracy of information on the time card/sheets and the immediate supervisors shall be responsible for verifying these cards/sheets by signature and for submitting these time cards/sheets to the office of the superintendent of schools at a time designated by the superintendent of schools.

All Class D employees will be paid for only the holidays that occur during their scheduled work year.

Each employee will be assigned a number of hours to work during a calendar week. If, for any reason, an employee is required to work over the assigned number of hours, the employee must have permission by the superintendent of schools or his or her designee before working the additional hours. The time card must be signed by the superintendent of schools or his or her designee.

All employees must check in before the beginning of the shift and check out after the end of the shift. The time before and after the normal shift will not be counted as hours worked unless it is signed by the superintendent of schools or his or her designee.

All time will be recorded to the nearest fifteen minutes. If the time is less than fifteen minutes it will be dropped. If the time is greater than fifteen minutes, the fifteen minute time period will be added.

Compensatory time off in lieu of immediate overtime pay in cash, at a rate of one and one-half hours for each hour of overtime worked will be used in cases of overtime pay unless otherwise stated in the personnel handbook.

Bus drivers assigned to overnight trips will be paid for actual driving time. The minimum number of hours will be eight hours. In overnight trips the school district will pay for lodging and meals at a rate predetermined by the superintendent of schools and or the board of education.

Refer to Policy 6005, School Calendar and Work Day.

**Leave Provisions-Classified Employees**

**4215**

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

**PAID LEAVE.**

- I. Class D employees will be eligible for vacation leave only after completing ten months employment. The transportation supervisor will receive 5.5 days vacation for up to five years of full time employment and 11 days vacation for more than five years of full time employment.

The full time bookkeeper and hot lunch manager/secretary will receive 5 days vacation for up to five years of full time employment and 10 days vacation for more than five years of employment.

The vacation periods are to be scheduled with the superintendent of schools. The amount paid during the paid vacation shall be the same as that paid for the number of hours the classified employee was scheduled to work, i.e. 40 hours per week for a Class D employee.

SICK LEAVE.

- I. Sick leave is for personal or family illness of the employee which causes the employee to be absent from work on a scheduled day of work. Class D Employees working twelve months per year will have five (5) days sick leave each year, cumulative to thirty (30) days. Class D employees working nine months per year will have five (5) days each year. School bus drivers will have five (5) days or ten runs. Class C employees (thirty hours or more) will be allowed five days per year. Class C employees (less than 30 hours) will be allowed three (3) days per year.
- II. All employees will be granted leave without pay. Leave without pay must be approved in advance by the immediate supervisor and the superintendent of schools. This leave may be denied if in the opinion of the immediate supervisor, it would cause a hardship on the district.

BEREAVEMENT LEAVE.

- I. Each classified employee will have three (3) days bereavement leave each year for family. Extended time, if needed, will be at the discretion of the superintendent of schools, without pay.

Policy Adopted: \_\_\_\_\_  
Personnel Handbook

**Military and Family Military Leave**

**4216**

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

Date of Adoption: \_\_\_\_\_, 2008

**Evaluation**

**4220**

The evaluations of classified employees will be on an annual basis at a time designated by the superintendent of schools. Evaluations will be done by an administrator designated by the superintendent of schools. One copy of the completed evaluation will be provided to the employee and one copy will be kept in a confidential file in the office of the superintendent of schools. If they so decide, employees may append materials to the file copy of the evaluation.

Policy Adopted: \_\_\_\_\_  
New Policy

**Grievance Procedure For Classified Employees**

4225

Any classified employee who has a work-related grievance or who is making a formal report of a situation involving sexual harassment should, within ten days (10) following the occurrence of the situation, first discuss the nature of the grievance with his/her immediate supervisor. If not satisfied with the suggested resolution of the problem, the employee shall, within five (5) working days of having received the immediate supervisor's decision, send a written grievance to the superintendent of schools. Upon receiving the written grievance, the superintendent of schools shall, within ten (10) working days, meet with the employee and attempt to resolve the grievance. If not satisfied with the superintendent of schools decision, the employee shall, within ten (10) working days, request in writing to the superintendent of schools that a board of education committee be convened to hear the grievance. The superintendent of schools shall, within fifteen (15) working days, schedule a meeting for the board committee to hear the grievance. Said meeting will be held in closed session, unless the employee requests a public hearing, and will be attended by the superintendent of schools, the employee's immediate supervisor, the employee and, at the employee's discretion, an advocate for the employee. The board committee will render a decision at the meeting, and said decision will terminate the grievance procedure.

If an employee does not appeal a decision from one level to the next within the time limits herein provided, the grievance will be considered settled on the basis of the last decision and

will not be subject to further appeal.

Policy Adopted: \_\_\_\_\_  
4152.1

**Termination Procedure**

**4230**

Classified personnel may be dismissed by the superintendent of schools or by the superintendent of schools upon recommendation of the respective supervisor. Reasons for dismissal may include, but not limited to, the following reasons:

- I. Poor health which may interfere with job performance.
- II. Inadequate performance as judged by the superintendent of schools and/or the employee's supervisor.
- III. Insubordination when directed toward the superintendent of schools and/or the employee's supervisor.
- IV. Evidence of immorality.
- V. Failure to adhere to stated school policies regarding employment, including policies relating to use of drugs or alcohol.
- VI. Failure to accurately report hours worked on weekly time card.
- VII. Lack of cooperation with other district employees.
- VIII. Failure to follow policies or administrative regulations adopted by the board of education or school administrators.

Any classified employee who is discharged from a position or whose position is eliminated will receive notice of the decision from the administrator supervising the employee. The notice will be conveyed verbally and in writing, with the written notice containing reasons for the decision. Classified employees will either be given notice two weeks prior to the date of termination or if terminated immediately, he or she will be paid for an additional two weeks of service.

Policy Adopted: \_\_\_\_\_  
New Policy

## **PERSONNEL-CERTIFIED STAFF**

### **Introductory Statement and Description**

**4500**

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

Certified staff include: Classroom and special education teachers, counselors, librarians, or others so designated by the superintendent of schools. For policies concerning certified administrative staff, refer to Article 2.

Legal Reference:       §79-1247.04       Teaching Certificates.  
                          through  
                          §79-1247.16

Policy Adopted: \_\_\_\_\_  
New Policy

**Work Day (Certified Employees)**

4505

The general work day for teachers shall be arranged and scheduled by the administration within the limitations of school facilities and requirement of state law. Certified employees normally will be on duty at 7:50 A.M. each day school is in session and shall remain at the school until one-half hour after the last class is dismissed, unless other arrangements are made by the administration. The superintendent of schools or building principal may on occasion require teachers to remain on duty beyond the normal scheduled work hours to discharge professional duties related to such activities as committee assignments, student staffing, and parent conferences. Teacher attendance and supervision responsibilities may also be required at evening events such as open houses and scheduled activities. These assignments will be distributed on as nearly an equal basis as possible.

Refer to Policy 6005, School Calendar and Work Days.

Legal Reference: §79-1254.10

Teachers, Lunch Period.

Policy Adopted: \_\_\_\_\_  
Teacher Handbook

**Leave Provisions-Certified Personnel**

**4510**

**PAID LEAVE.**

All leave policies, professional, sick, and personal leave, shall be that as set forth in the Negotiated Agreement and shall be administered by the superintendent of schools or his or her appointed representative under the direction of the board of education.

Policy Adopted: \_\_\_\_\_  
Negotiated Agreement

**Salary Guides**

**4515**

The board of education recognizes the "salary schedule" and related provisions for compensation currently in effect resulting from negotiations between the board of education and the local education association. The salary schedule shall serve as a guide for the board of education in determining salaries. Teachers coming into the system will be granted an entrance level, as determined by the superintendent of schools, with the approval of the board of education. Ordinarily no entry level will be granted in excess of actual experience. However, the board of education reserves the right to deviate from the schedule when, in its opinion and upon the recommendation of the superintendent of schools, it is necessary to do so to obtain the qualified personnel needed for a specific position. Factors affecting this decision may include supply and demand, years of experience, and salaries commensurate with the caliber of work performed.

Advancement on the schedule will be made upon the evaluation of such factors as training, experience, skills, ability, professional competence, and cooperation.

College credit to be used to upgrade a teacher's position on the salary schedule shall be on file no later than September 1 of each year. If an institution will not issue an official transcript by September 1, written confirmation from a college official that course have been satisfactorily completed will be accepted if the hours are needed for movement on the salary schedule.

The superintendent of schools shall review and approve all requests for advancements on the salary schedule resulting from a teacher acquiring additional teaching experience or for completion of college courses and shall annually report all changes to the board of education.

Refer to negotiated agreement for a copy of the current salary schedule.

Policy Adopted: \_\_\_\_\_  
New Policy

**Tax-Sheltered Annuity**

**4520**

The board of education will cooperate with any staff member who chooses to participate in an investment program which may require some special arrangements regarding payroll deductions. The board of education will not endorse any particular program or company.

The superintendent of schools shall develop administrative regulations regarding the method of handling such financial arrangements providing that the method of withholding does not require an unreasonable amount of additional accounting time.

Policy Adopted: \_\_\_\_\_  
New Policy

**Notice of Health Information Privacy Practices**

The district will comply with all regulations regarding privacy and confidentiality of employee health insurance information, including the secure interchange and storage of electronic data. The superintendent is directed to promulgate administrative regulations as needed to ensure proper handling of such information.

Employees will be provided with a notice describing the district's practices regarding health information. Employees shall have the right to inspect, copy, or amend such information or to revoke authorization to disclose such information. Revocation of authorization may affect the availability of some employee benefits.

Legal Reference: 1996 Health Insurance Portability and  
Accountability Act (HIPAA)  
Family Educational Rights and Privacy Act  
(FERPA)

Policy Adopted September 8, 2003

This notice of Health Information Privacy Practices explains how the Callaway Public School District will use and/or disclose your Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability (HIPPA).

The Federal Health Insurance Portability and Accountability Act (HIPPA) provides as one of its provisions that group health plans sponsored by employers and all health care confidentiality of what the law terms "protected health information"(PHI).

Protected Health Information (PHI) is information communicated by a covered entity orally, on paper, or by electronic means that individually identifies and relates to an individual employee's dependent's or retiree's past, present, or future medical condition, provision of medical care, enrollment, premium, physical or mental health status, or treatment and personal demographic information.

Covered entities must safeguard the PHI of individuals and may not release such information to any individual or agency, including the individual's spouse or other family members, without the written authority of the individual. The provisions of this act became effective on April 14, 2003.

The Callaway Public School District provides our employees with health insurance through the Educators Health Alliance (EHA), underwritten by Blue Cross Blue Shield of Nebraska. Because Educators Health Alliance is a fully insured program,

EHA will not seek or maintain any PHI. The only information EHA will receive from Blue Cross Blue Shield of Nebraska will be summative information needed to manage the Plan, to determine appropriate levels of coverage and set premium rates.

Employers are not directly covered by provisions of the act. However, employers are indirectly covered because it may become necessary, from time to time, for the Callaway Public School District to obtain health information related to the employment policies of the Callaway Public School District and to comply with state and federal law.

For the Callaway Public School District to obtain employment related, information about you from a third party, you must provide written authorization for the Callaway Public School District to do so. The appropriate authorization forms are available from the Callaway Public School District.

Under what circumstances would the Callaway Public School District need health information?

1. Enrollment of employees in the BCBS health plan, vision care, dental, and other insurance plans.

In order to protect your personal health information, when reporting sick leave or medical/dental appointments, the employee should provide only the information requested on the form (i.e. doctors appointment) and should refrain from providing any specific medical symptoms unless specifically requested by the Callaway Public School District.

#### Employment Forms

The Callaway Public School District will request personal information regarding insurance coverages, etc. upon initial employment and on those occasions when employment related health information changes, i.e. changing from single to married status.

#### Notification of Injury Under Workman's Compensation

A staff member injured on the job shall notify the Callaway Public School District verbally of any injury as soon as practicable but within the legal requirements of the insurance carrier. That policy and federal law authorizes the Callaway Public School District to disclose that information the insurance carrier as a part of any claim procedure without further authorization from you. The verbal notification is for your convenience, but the Callaway Public School District may require you to complete a written document relating the nature

of the accident and injuries.

#### Specific Requests for PHI

Specific requests by you or by the Callaway Public School District for your PHI, related to items set forth earlier in these administrative regulations, will be in writing and related to the purposes outlined in these administrative regulations. An employee will be provided with a copy of any form requesting PHI. The Callaway Public School District will maintain a copy as a part of the employer's employment record.

All information acquired under the provisions of these administrative regulations will be maintained by the Callaway Public School District as part of the employee's employment record, and a reasonable effort will be made to protect its confidentiality and security.

Questions about these administrative regulations may be directed to the Callaway Public School District.

#### Your Rights Provided by HIPAA

You have the following rights regarding medical information the Callaway Public School District may obtain from you or about you:

- Right to Inspect and Copy

You have a right to inspect and copy medical information the Callaway Public School District maintains in the course of your employment-related activities, except any information compiled in anticipation of or for use in any civil, criminal, or administrative action or proceeding.

- Right to Amend

#### **Confirmation of Receipt**

You are required to sign and return this copy to the Callaway Public School District to confirm that you have received a copy of this Notice. You will be provided a copy from your records as well. The Notice with your signature will be maintained as a part of your employment record.

I \_\_\_\_\_ acknowledge receipt of this Privacy Notice.

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

Polciy Adopted: \_\_\_\_\_

**Teacher Selection**

**4525**

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

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

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

Legal Reference:	§79-1233	Nebraska Certificate,
	through	Prerequisite to Teaching
	§79-1247.16	Requirements, Registration
		With County Superintendent.
	§79-1248	Schools, Contract of
		Employment, Writing Required.

Policy Adopted: \_\_\_\_\_  
4112

**Teacher Contract**

**4530**

A contract for employment between teacher and the board of education will be entered into after approval of a majority of the members of the board of education. All contracts shall be in writing upon forms approved by the Nebraska Department of Education. No money shall be paid for teaching to any teacher except those individuals who are legally qualified to teach. The board of education shall not enter into contract with any teacher who is known to be under contract to another board of education in Nebraska.

Any probationary or permanently certified employee will be notified in writing by the secretary of the board of education on or before April 15 concerning any amendment, termination, or non-renewal of a contract for the ensuing year. Unless continued by written agreement between the certified employee and the board of education, or its representatives, final action must be taken by the board of education on or before May 15 of each year.

Although efforts will be made to determine the duty assignments at the time of the issuance of the contract, the board of education may add or delete assignments as conditions may warrant. Contracts may be terminated for reasons as set forth by the statutes.

Legal Reference:	§79-818	District Board, Employment of Teachers.
	§79-820	School, Contract With Employees of Another

§79-827  
through  
§79-835

District.  
Certified Employee, Contract  
Amendment, Termination, Non-  
renewal, or Cancellation,  
Notice of Hearing, Informal  
Hearings, Procedures.

Policy Adopted: \_\_\_\_\_  
4112.1 & 4112.11

**Part-Time Teacher**

**4530.1**

All teaching positions for Custer County School District No. 180 shall be classified as full-time or part-time.

DEFINITIONS.

Part-Time Teacher: A part-time teacher is any certificated teacher who is employed less than full-time.

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

PART-TIME TEACHER.

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

Horizontal Movement on the Salary Schedule. A part-time teacher may qualify for movement horizontally on the salary schedule by



§79-831

Certificated Employee,  
Contract Amendment,  
Termination, Nonrenewal, or  
Cancellation, Notice, Hearing.

Policy Adopted: \_\_\_\_\_  
New Policy

**Extra Duty Assignments**

**4535**

Payment for extra-duty assignments shall not be considered as a part of the gross contractual salary shown on any teacher's contract. Each teaching contract shall show an amount for teaching as determined by the placement of the employee on the salary schedule. All extra-duty assignments shall be considered as 'at will' assignments. Extra-duty assignments shall be entered into as amendments to the contract and shall not fall under the continuing contract statutes. An effort will be made to determine these extra duty assignments at the time the contract is approved; however, such determinations may be subject to change as conditions may dictate prior to the opening of school each year.

Policy Adopted: \_\_\_\_\_  
New Policy

**Contract Year and Extended Contracts**

**4540**

The board of education shall establish annually the number of contract days for certified staff in order to encompass legally required student hours, instructional objectives, and necessary staff development activities.

The board of education will exercise its discretion in determining whether any additional days will be made up at the end of the school year due to loss of days from inclement weather or other unforeseen circumstances.

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

Legal Reference:	§79-101	Terms, Defined.
	§79-201	Compulsory Education, Length of School Year.

Policy Adopted: May 11, 2000  
New Policy

**Release From Contract**

**4545**

After an employment contract has been signed by a teacher, requests for a release from a contract will be permitted only if a suitable replacement can be found or at the discretion of the board of education. The board of education reserves the right to contact the Nebraska Professional Practices commission for those certificated personnel who may breach their contract obligations after the afore-mentioned date.

Policy Adopted: \_\_\_\_\_  
4119.2

### **Staff Supervision and Evaluation**

4550

Staff development is a cooperative endeavor requiring commitment by both evaluator and the staff member being evaluated and is a matter of importance in providing a quality instructional program for the students in the school district. The primary purpose of teacher and administrator's (certificated staff) evaluation is the improvement of performance relative to their position assignment. In addition, certificated staff evaluations will be used for, but not limited to, the following purposes:

- I. To provide them with objective feedback on his or her instructional practices.
- II. To diagnose and solve instructional problems.
- III. To assist them in developing skills in using instructional strategies.
- IV. To assist them in developing a positive attitude related to provisional development.
- IV. To evaluate them for re employment, tenure, or termination.

#### **Procedure**

Each school year the responsible school administrator will notify those certificated staff members who are to be evaluated and the process and procedures to be used to conduct the evaluations. To provide a greater understanding of the process and purposes, copies of the evaluation instrument will be given to each certificated staff member. The evaluation instrument has been designed to reflect the district's instructional goals.

Pursuant to Nebraska statutes, tenured teachers and administrators (certificated staff) shall be evaluated at least once formally during the school year by a certified administrator or in the case of the superintendent, the board of education. Probationary teachers and administrators will be evaluated formally at least once each semester during their probationary period. The evaluation will include, but not limited to evaluating the employee's instructional performance, classroom organization and management, personal and professional conduct. Evaluation of instructional performance and classroom organization and management is applicable to teachers only. For certificated staff whose classes are held during defined periods of time an entire instructional period shall consist of one such time period. For those whose time periods are not so defined, an entire instructional period shall consist of at least 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40 minute periods shall consist of no less than 40 minutes total during the semester. For principals, an instructional period shall be satisfied by the actual observation of the principal's work during the semester for no less than 40 minutes. For the superintendent an actual instructional period may include but is not limited to the actual observation of the superintendent's work during the semester for no less than 40 minutes (i.e. board meetings). An actual classroom observation is defined as an observation of the certificated staff member in activities in a classroom setting. When a certificated staff member does not have an actual classroom responsibility the requirement of an "actual classroom observation" will be satisfied by observing the certificated staff member performing activities that are typical of their position. The formal visitations of the probationary teachers will be comprised of one announced visitation utilizing a pre-and post-conference regarding the evaluation, and one unannounced visitation followed by a post-evaluation conference. Additional evaluation sessions may be necessary to assist the thorough evaluation of the instruction. The purpose of these evaluations does not imply that deficiencies exist. However, in the event that deficiencies are noted, the administrator will provide the employee with a written list of the deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve. The evaluation form will include notice that the employee may respond to the evaluation in writing. The evaluation results will be filed in each teacher's confidential file by March 15 of the school year evaluated.

Evaluator In-Service

The superintendent of schools will be responsible for providing the training necessary for use of the evaluation instrument of the school district. The superintendent of schools may also utilize any workshops, college classes, or activities provided by the educational service unit, institutions of higher learning, professional organizations, or other organizations in giving the training necessary to utilize the evaluation instrument provided by the school district. With the exception of the board of education's evaluation of the superintendent, all evaluators of the school district shall possess valid Nebraska Administrative and Supervisory Certificates.

Legal Reference: §79-828 Probationary Certified Employee,  
Probationary Period, Evaluation,  
Contract Amendment or Renewal  
Procedure.

Policy Adopted: \_\_\_\_\_

**Outside Employment**

**4555**

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

All staff shall report all contemplated outside employment to the superintendent of schools prior to accepting such employment.

Legal Reference: §79-526 District Board, Schools,  
Supervision, Control.

Policy Adopted: \_\_\_\_\_  
New Policy

**Tutoring For Pay**

**4555.1**

To assure students reasonable assistance without charge from their own teachers and to avoid placing a teacher in a position where he or she may have a conflict of interest, teachers will not be permitted to receive money for tutoring any student they have in class or upon whose evaluation or assignment they will be called upon to advise.

A teacher may not tutor any student for pay during regular district working hours or on school premises. Further, during summer recess, paid tutoring may be given only to a student who was not a member of the teacher's class(es) the preceding semester.

Policy Adopted: \_\_\_\_\_  
4116.2

**Student Teaching and Internships**

**4565**

Qualified students from an accredited teacher training institution may, at the discretion of the superintendent of schools, be assigned in the district for a professional laboratory experience. The selection of students and the requirements for qualification will be the responsibility of the accredited teacher-training institution at which the student is enrolled.

The assignment of college students accepted for such professional laboratory experiences will be made by the superintendent of schools and the building principal, in cooperation with the accredited teacher-training institution. Through the building principal a cooperating teacher under contract with the school district will be designated. The official representing the teacher training institution together with the local staff will cooperatively share responsibility of supervising the student teacher.

The superintendent of schools will have the authority to accept, assign, or discontinue any college student participating in such professional laboratory experience.

While assigned to the school district for his or her student teaching, the student teacher will maintain a responsibility to the school district and to the children enrolled in this school. The responsibility will parallel that

of a professional certified member of the teaching faculty of this school district.

Under no circumstances will a student teacher be utilized to substitute for professional certified staff members.

Policy Adopted: \_\_\_\_\_  
4131.23

## **Certified Personnel Relations**

### **Collective Bargaining**

**4605**

The board of education recognizes the right of staff members to belong to organizations for bargaining purposes pursuant to the state statutes.

The board of education will annually, unless otherwise mutually agreed upon, negotiate a collective bargaining agreement with the local teacher employee association or its legitimate successor, that is established in accordance with the Nebraska public employee bargaining statutes. The board of education will meet with representatives of the local collective bargaining unit at a time mutually agreeable to board and unit members. The board of education requires a written agenda in advance of such meetings. Items generally covered in the negotiated agreement will include salary and benefits, insurance coverage, leave provisions, individual contracts, grievance procedures, or other items deemed by statutes to be mandatory subjects for bargaining. A copy of the most current negotiated agreement will be kept in the office of each building principal and in the office of the superintendent of schools.

Agreements between the board of education and teacher employee association shall be printed at the expense of the board of education. Copies of the applicable agreement shall be

presented to all certified personnel currently employed, hereafter employed, or considered for employment by this school district.

It shall be the policy of the board of education not to negotiate such powers, authority or responsibility it has under the constitution and laws of the State of Nebraska other than such items as set forth by law or court rulings.

The local association or any legitimate successor may, with prior approval of the superintendent or his/her designee, have access to the use of school facilities and equipment, such as computers and copy machines, at reasonable times when such equipment is not otherwise in use. The association will pay for all supplies and copies. No equipment shall be removed from school property. Association meetings and use of school equipment for association purposes shall not take place during the normal school work day. Permission to use the school district equipment, including computers, or facilities shall not be withheld unreasonably.

The association may post notices of meetings and other information on bulletin boards designated by, and with the approval of the superintendent. The local teacher employee association may use local building mail boxes for delivery of information.

Legal Reference:	§48-816	Collective Bargaining.
	§48-837	Public Employees, Employee Organization.
	§79-501	District Board, Property, Care and Custody.
	§79-872	Teacher, Labor Organization.

Policy Adopted: \_\_\_\_\_  
4131.23

**Disciplinary Action/Termination**

**4610**

The superintendent of schools, or a designee, may take action concerning a certificated employee's performance or conduct which is deemed reasonably necessary to assist the employee and further school purposes, including: (1) counseling, (2) oral reprimand, (3) written reprimand, and (4) suspension with or without pay, not to exceed thirty (30) working days. The employee may contest such disciplinary action via the grievance procedure and may, upon request, in the instance of suspension without pay, be granted a formal due process hearing before the board of education.

Upon the superintendent of school's recommendation, the board of education may elect to amend or not renew the contract of a probationary certificated employee for any reason deemed sufficient, if such action is constitutionally permissible and in accord with state statute. An employee subject to such recommendation shall, upon request, be granted an informal hearing before the board of education or a committee of not less than three board members.

Upon the superintendent of schools' recommendation, the board of education may elect to amend or terminate the contract of a permanently certificated employee for any reason so set forth by the statutes. An employee subject to such recommendation shall, upon request, be granted a formal due process hearing before the board of education.

Legal Reference:	§79-827	Certified Employee, Contract Cancellation or Amendment.
	§79-828	Probationary Employee, Contract Amendment or Non-renewal.
	§79-829	Permanent Certified Employee, Contract Amendment or Termination, Reasons.
	§79-831 through §79-835	Notification and Hearing Procedures Regarding Contract Decisions.

Policy Adopted: \_\_\_\_\_  
4119 & 4152.5

**Informal Hearings**

**4615**

Hearings involving the non-renewal of a probationary certified employee's contract or the non-renewal of the contract for the superintendent of schools shall not be due process hearings and need not meet the requirements of a due process hearing. For certified employees other than the superintendent of schools, these hearings may be held before a committee of the board of education consisting of not less than three of the board of education's total members. Notice of such hearings shall be sent to all members of the board of education five (5) days prior to a hearing. If a hearing is held before a committee of the board of education, the committee shall make a recommendation to the board of education with the final determination being made by a majority of the entire board of education.

Such hearings shall be held in closed session at the request of the certified employee or the superintendent of schools involved, or his or her representative, and upon affirmative vote of a majority of the members of the board of education present and voting, but the formal action of the board of education for renewal or non-renewal a contract shall be taken in open session.

Legal Reference:	§79-834	Informal Hearing, When Held, Procedures.
	§79-835	Probationary Certified

Employee, Superintendent,  
Special Procedures.

Policy Adopted: \_\_\_\_\_  
New Policy

**Due Process Hearing**

**4620**

All permanent/tenured certified personnel shall be granted a formal due process hearing with the board of education for those reasons and in the manner so stipulated by the statutes. All due process hearings will be held as prescribed by statute.

Legal Reference:	79-831	Certified Employee, Contract Amendment, Non-renewal.
	79-832	Cancellation, Notice, Hearing Formal Due Process Hearing, Employee's Rights, How Conducted.
	79-837	School Board, Subpoena Power.



Policy Adopted: \_\_\_\_\_  
Negotiated Agreement

**Reduction In Force (RIF)**

**4630**

Reduction In Force. A reduction in force of certificated staff members may be determined to be appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operation in the school district, or another change or changes in circumstances. The board of education shall, in its sole discretion, determine whether such change or changes have occurred and whether a reduction of certificated staff is necessary. Changes in certificated staff will be accomplished, when possible, through the normal procedures of resignations, retirements, leaves of absence, and other methods of changes of staff.

Notification of Affected Personnel. The superintendent of schools shall notify those certificated employees whose contracts may be reduced. Provided, however, that the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service which such permanent employee is qualified for by reason of certification and endorsement to perform or where a certification is not applicable, by reason of college credits in the teaching area.

Definition of Reduction in Force. A reduction in force shall consist of a reduction of one or more positions or a reduction

in the percentage of employment of one or more certificated staff members, even if the number or percentage of employment of the certificated staff overall may be increased by other hirings or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment of an employee's contract reducing the extent of the employee's employment.

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

Criteria. The selection of personnel for reduction in force shall be made with consideration given to the following criteria, which are not listed in any order of importance: (1) programs to be offered; (2) areas of certification and endorsement which would be of present or future value to the school district; (3) state and federal regulations which may mandate certain employment practices; (4) special qualifications acquired by specific training, and/or experience; (5) contributions to district's activity programs; (6) qualifications based on past performance and competence as determined by the building principal, superintendent, and/or other evaluator through employee evaluation procedures; (7) the organizational and educational effect created by multiple part-time certificated employees; and (8) any other reasons which are rationally related to the instruction in or administration of the school system.

Performance Evaluation. For purposes of reduction in force, performance evaluation shall be based upon a minimum of one classroom observation per year for 15 minutes. The evaluation form shall be the document used for the periodic evaluation of teachers' teaching performance.

Endorsement. Endorsement shall mean the endorsement(s) as shown on each teacher's Nebraska Teaching Certificate.

Special or Advanced Training. Special or advanced training shall mean the college credits or special training in a teaching area or areas under consideration.

Contribution to the Activity Programs. Contribution to the activity programs shall mean the employee's involvement in the programs and activities sponsored by the school district.

Experience. Experience shall mean actual teaching experience on a full-time equivalency basis in the school district.

Use of Evaluations. If employee evaluations are to be used as a criterion in a reduction in force, the comparison of evaluations shall be based on the most recent three years of evaluations. For the purposes of this policy, employees shall be observed and evaluated at least once per year for a minimum of 15 minutes on the forms used for the periodic evaluation of certificated staff members. If three years of evaluations are not available for an employee, the comparison shall be made on the basis of the evaluations available for that employee.

Uninterrupted Service. If, after consideration of the criteria set forth above, it is the opinion of the board of education that no significant difference exists between or among certificated employees being considered for reduction in force, the employee(s) with the longest uninterrupted service to the district shall be retained. Uninterrupted length of service shall be defined as the number of continuous full-time equivalent years of employment in the district as a teacher. A full-time equivalent year is defined as employment on a full-time basis for an entire school year. Less than full-time employment would reduce the teacher's full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year of full-time equivalent employment. A break in service will terminate a teacher's seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

Dismissal With Honor; Right of Recall. Any certificated employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall be preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the school or any position to which he or she is qualified by endorsement or college preparation to teach. Upon re-

employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year or years of absence from employment shall not be considered as a year or years of employment by the district. An employee under contract to another educational institution may waive recall, but such waiver shall not deprive the employee of his or right to subsequent recall.

Filing of Endorsement. It shall be the responsibility of each certificated employee to file with the superintendent of schools a copy of the employee's teaching certificate, including endorsements, upon initial employment with the district. On or before March 1st of each year thereafter, for so long as an employee is employed in the school system or has rights of recall, it shall be the responsibility of the employee to file with the superintendent evidence of any changes in certification or endorsements which have occurred since March 1st of the previous year, or are pending.

Filing of Change in Address; Offer of Recall. Any certificated employee whose employment contract is terminated as a result of reduction in force shall, during the period which he or she is eligible for recall, report his or her current address to the superintendent of schools and shall inform the superintendent of any changes of address thereafter. If a vacancy in the system occurs for which an employee has right of recall, the offer of such employment may be sent by the superintendent to the employee's last known address. If the school district does not receive written acceptance of such offer from the employee within ten days of mailing, the employee shall be deemed to have waived his or her rights to recall and to said employment position.

Legal Reference:	§79-846 through §79-849	Reduction in Force Policy, Requirements, Board of Education and Administrative Duties, Contract Terminations, Recall Rights, Compliance with Federal and State Law.
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Policy Adopted: \_\_\_\_\_  
4152.2

**Professional Growth**

**4635**

The board of education of Custer County School District No. 180 believes that the methods and philosophies change frequently in the field of education. Teaching concepts are re-evaluated in subject matter areas as new information and materials become available. Teachers must be alert to the need for adjustment to these changes and they must want to take advantage of opportunities for self-improvement. The pupils, parents, and patrons have the right to expect that teachers will be familiar with these developments so instruction will keep pace with the rapidly expanding amount of knowledge. In keeping with these convictions the board of education supports the following professional growth plan.

DEFINITION OF TERMS

Educational Travel.

This should have direct application to classroom activity and planned as educational travel. Trips requiring less time may earn credit at a pro-rated level in direct proportion to the amount of time spent. Special consideration shall be given to foreign travel. Upon completion of travel, a written report must be submitted.

Publications.

Contributions of a professional nature which are published in any professional magazine may be considered for credit. Each request shall be submitted to the administration for consideration. Each work will be evaluated on its own merit. No credit will be allowed unless there is evidence of professional quality research and writing.

#### Conducting In-service Or Workshops.

Workshops related to the employment field can be utilized for professional growth credit.

#### Seminars - Workshops.

Professional educational workshops can be utilized for credit.

#### Auditing College Courses.

A statement from the college or university is required to be filed indicating the number of class sessions attended together with the total number of classes held. Professional growth credit shall not be allowed for auditing a course unless the number of sessions attended is at least 90 percent of the total class sessions scheduled.

#### Adult Education Classes.

Adult education or college course taken or taught by staff members must relate closely to the staff member's assignment.

#### Teaching College Classes.

College classes taught by staff members must relate closely to the staff member's assignment.

#### Supervising Student Teachers.

Student teaching supervisors will receive ten credit hours for each student teacher. Credit for par-time supervision of a student teacher will be prorated according to the amount of time spent in supervising the student teacher.

#### School Visitations.

School visitations will be based on the actual hours spent in the school system (excluding travel time).

System-wide Committees.

Committees that are formed for specific tasks.

Approved Innovative Projects.

Credit will be given only for activities of substantial high professional quality for utilization within the school system. The application for professional growth credit shall include dates of performance, description of the nature and scope of the activity, number of clock hours involved, and evidence of completion and utilization.

PROCEDURES.

The following professional activities will be approved as evidence of professional growth by permanent certificated employees covered under Nebraska Statutes.

- I. Six semester hours of college credits from an approved or accredited institution of higher learning. (Six semester hours or equivalent to 60 points or one semester credit equals 10 points.
- II. Alternatives to college credit may be accepted if prior approval from district administration is received. The following table lists additional activities and points which can be earned:

ACTIVITY	POSSIBLE POINTS	MAXIMUM POINTS ALLOWED	
		PER YEAR	PER SIX YEARS
1. Approved Innovative Projects	2 Clock Hrs= 1 Pts.	30	30
2. Auditing College Courses	1 Sem. Hr. = 5 Pts.	15	30
3. Adult Education Classes Teaching Taking	4 Hrs. = 2 Pts. 4 Hrs. = 1 Pt.	10	30
4. Conducting In-service Or Workshops	2 Clock Hrs.= 1 Pt.	10	30
5. Educational Travel	1-30 Pts.	30	30
6. Professional Organizations	10-30 Pts.	10	30

7. Publications	1-15 Pts.	15	30
8. School Visitations	10 Pts.	10	30
9. Seminars-Workshops	2 Clock Hrs. = 1 Pt.	10	30
10. Supervising Student Teachers	10 Pts.	10	30
11. System Wide Committees	2 Clock Hrs.= 1 Pt.	30	30
12. Teaching College Classes	1 Sem. Hr. = 10 Pts.	30	30
13. Work Experience	10 Pts.	10	20

### Earning 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 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 growth period.

### Procedures For Applying For Growth Credit.

Applications for the approval of professional growth activities shall be made on forms prescribed by the superintendent of schools, or his or her designee. A separate application shall be submitted for each activity for which growth points are requested. The application shall be initiated by the person requesting credit. To determine if the activity meets district requirements it is recommended that teachers request prior approval from the superintendent of schools before participating in any growth activity. The application, together with substantiating evidence that the work has been successfully completed, shall be sent to the office of the superintendent of schools. The application will be filed in the applicant's personal file. No application will be considered for less than one growth point (no fractions of a point will be considered). The prescribed forms can be obtained from either the building principal or the office of the superintendent of schools.

Legal Reference: §79-830

Permanent Certified Employee,  
Evidence of Professional  
Growth Required.

Policy Adopted: \_\_\_\_\_  
4131