

## ARTICLE 4 PERSONNEL

### Concepts and Roles in Personnel

#### Introductory Statement

4000

The board of education of Garfield County School District No. 100 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.

The superintendent of schools shall be responsible for keeping the board of education apprised of all recruitment, hiring, assignment, evaluation, staff development, and termination procedures. Members of the board of education shall be kept informed of interview times and may attend employee interviews to meet prospective applicants. 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 is not required to 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 aides, secretaries, etc. The use of the term certified employee shall include all employees that are required to have a teaching certificate and/or an endorsement to teach. The term shall include the superintendent, building principal, school nurse, all teachers, and guidance counselor.

Legal Reference:	§79-501	District Boards, Hiring of Superintendent, Teachers and Personnel.
	§79-818	District Board, Employment of Teachers and Administrators, Prohibitions.

Policy Adopted: December 14, 1998  
Policy Revised: May 10, 2010

Garfield County School District No. 100 shall not discriminate unlawfully on the basis of sex, race, national origin, religion, marital status, age, pregnancy, disability, or any other basis prohibited by law in admission to, access to, or employment in its programs and activities. The school district shall employ personnel on the basis of their qualifications to perform the job and such other considerations as may be required by the state or federal law.

The board of education delegates the responsibility for administering the Title IX guidelines to the superintendent of schools. 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 high school principal, telephone number (308) 346-4150 (high school) Concerned individuals may also contact the Office for Civil Rights, U.S. Department of Education, by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816)268-0550; or by fax at (816)268-0599, regarding the compliance with the regulations implementing Title VI, Title IX, Section 504, or any other applicable laws. Also refer to Policy 4010, Sexual Harassment.

A student (or parent(s) on behalf of a student), or employee who believes that he or she has been subjected to a discriminatory act by a school employee or by application of school district policy, whether intentional or unintentional, should:

- I. Discuss the grievance with the local coordinator or immediate supervisor 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. (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 written grievance requires the complainant to submit a written grievance which specifies, the date, the person(s), policy or practice that is the subject of the grievance, exactly what happened, all witnesses and what they saw. The superintendent of schools will 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 thirty (30) 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. 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.

Classified personnel filing a formal grievance shall follow the grievance procedures set forth by Policy 4235, 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.

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

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.

A person who feels harassed is encouraged to communicate directly with the person who is engaging in the harassing conduct or communication that the conduct or communication is offensive and must stop.

If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if the direct communication with the offending person has been ineffective, the person who feels harassed should report the conduct or communication to a teacher, principal, the superintendent of schools, or the Title IX coordinator. If the offending person is the superintendent, the report should be made to the president of the board of education.

Allegations of harassment or discrimination shall be investigated promptly and corrective or disciplinary action will be taken if the complaint is substantiated. The corrective or disciplinary action may range from counseling to dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student.

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

Sexual harassment may include, but not 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.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of the Title VII as

prohibiting sexual harassment. Sexual harassment is defined in those guidelines as follows:

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.

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.

**Child Abuse**

**4015**

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.

For procedures for reporting child abuse or neglect refer to AR-4015.

Legal Reference:	§28-707 through §28-727 §43-2101	Child Abuse, Reports, Investigation, Liability.  Persons Declared Minors, Marriage Effect.
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**Use and Care of School Equipment and Facilities**

**4020**

All employees are responsible for overseeing the care, inventorying, and security of equipment, materials, and facilities associated with their job assignment. Any damaged or non-functioning items vital to job performance should be reported immediately to the building principal so that repairs or replacements can be made. Further, if valuable items of equipment or material are not able to be reasonably protected, the situation should be reported to a building principal for appropriate action. Moreover, any incident of theft or vandalism involving school property should be reported immediately to the building principal, and he or she should file a written report with the superintendent of schools.

No school-owned property shall be used for private entrepreneurial activity. If any school equipment is used for any personal, nonprofit activity, such as copying machines, computers, shop tools, etc., such use must have the prior approval of a building principal. A fee shall be determined which will fully reimburse the school district for any supplies used and for the use of the equipment. The building principal may allow staff or students to check out and use some equipment, such as a computer, if the use will enhance the skill of the individual or if the use of the equipment will benefit the school district. No equipment shall be removed from the school building or the school campus without permission from the building principal or the superintendent of schools. All equipment should be checked out and signed for by the person that will be using the equipment and shall be returned in a specified period of time. Equipment should not be checked out if it will in any way interfere with the educational process of the students.

Legal Reference: §79-526 Board Authority for Supervision and Control.



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 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 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 3525, School District Safety Committee.  
Legal Reference: §79-715 Eye Protective Devices,  
Required, When, Term Defined.

Policy Adopted: December 14, 1998  
Policy Revised: May 10, 2010

**Insurance**

**4030**

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. To be valid, a claim form must be completed as near as possible to the time of the injury and the employee must consult a medical doctor within five (5) days of the injury. An injury that requires medical treatment must be reported immediately to the employee's administrative supervisor.

Any compensation paid to an insured for time lost shall be an amount equal to the payment received deducted from his or her teaching salary. No deduction will be made for any medical payments made.

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.

## Work On Inclement Weather Days

4035

When school is canceled for student instruction because of inclement weather, unless the superintendent of schools directs otherwise, the following personnel will be expected to report for work: superintendent, building principal, secretaries, custodians, and maintenance staff. If school is canceled during the day because of inclement weather, classified and certified personnel not listed above may be released after students have been excused or accounted for.

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

If classes are not held for an extended period of time and some students request to work on school projects or activities in spite of the inclement weather, the building principal will arrange for sponsors to be present to supervise the students. Under no circumstances will sponsors hold organized activity practice or request some students to be in attendance if school is not in session.

Refer to Policy 2405, Emergency Responses.

**Health Related Absences**

**4040**

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 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.

**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 called on active duty by the Governor of the State of Nebraska during the school year, the district will add compensation to the active-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 to the school district any jury pay received.

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

**Assignments, Transfers, Posting Vacancies**

**4050**

The superintendent of schools shall, after consulting with the 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. In making assignments consideration shall be given to academic qualifications, preparation, and the contribution the employee can make to the overall education of the students. All employee assignments are subject to the approval of the board of education.

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.

Refer to AR-4050, Staff Assignments and Assistance.

Policy Adopted: December 14, 1998  
p. 205, GBL  
Policy Revised: June 14, 2010

The school board supports the use of technology to communicate with students for legitimate educational purposes. However, school district employees are responsible for conducting themselves professionally, exercising appropriate judgment, and teaching and modeling high standards of behavior and civic values, regardless of location. This applies to employees' conduct and interactions with students and to material they post on personal web sites, blogs, and other social networking sites including, but not limited to, Facebook, MySpace, YouTube, and Twitter. District employees are prohibited from inappropriate technological communication including but not limited to texting, online socializing or social networking (including but not limited to Facebook, Twitter, and MySpace), internet use, e-mail, blogging, or any other electronic communication that violates the law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education ("Rule 27").

Unless an employee has a legitimate educational purpose, the following use of social media is a violation of this policy. The following list is intended to be illustrative and does not describe every kind of prohibited behavior.

- Communicating with students about sex, personal, intimate, or similar matters.
- Joking with students about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Sharing sexually inappropriate material or objects with students.
- Displaying pornography.
- Making any sexual advance or engaging in any activity of a sexual or romantic nature with a student.
- "Friending" or otherwise authorizing or requesting student access to personal social media accounts. This prohibition shall not apply to social media accounts created solely for class or educationally related matters to which all of the employees' students are allowed or offered access.
- Disclosing confidential student records or information.
- Disclosing confidential personnel records or information of other school district employees, agents, or volunteers.
- Behaving in any manner that results in a disruption to the school environment or that impairs the employee's ability to perform his or her employment duties or to be an effective employee. Using an employment title or including any reference to the employee's affiliation with the school district unless the communication is school related and in compliance with the law, district policies, or Rule 27.
- Including school mascots, symbols, logos, or other district trademarks in non-school related communications.

Nothing in this policy should be construed to (1) limit an employee's right to speak as a citizen about matters of public concern, (2) prohibit an employee from communicating with students about non-school organizations or activities for which the employee is a coach or supervisor as long as the employee's communication is in compliance with the non-school organization's standards of conduct and Rule 27 or (3) regulate any communication that is unrelated to the employee's position of employment with the school district and otherwise protected by the United States Constitution and the Nebraska Constitution.



Students, parents, and any other person should notify an administrator if they believe that a school district employee or any other person affiliated with the school district may be engaging in conduct that violates this policy. School district employees are required to promptly notify an administrator if they become aware of any situation that may constitute a violation of this policy.

A violation of this policy will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with law enforcement officials, and filing a report with the Commissioner of Education.

Adopted on: September 12, 2011 (1<sup>st</sup> Reading)  
October 10, 2011 (2<sup>nd</sup> Reading)

**Pay Periods, Classified and Certified**

**4055**

Monthly payments for all classified and certified employees will be made on the 20th of each month, starting the month following commencement of employment. If the 20th day falls on a weekend or vacation day employees will be paid the last school day prior to the 20th. The annual salary of all full time employees will be divided into twelve 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.

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 Files**

**4060**

The superintendent of schools shall be responsible for maintaining personnel files for all classified and certified personnel. All personnel files shall contain, as a minimum, the following basic items:

- I. Initial date of employment.
- II. A Federal withholding tax certificate.
- III. Appropriate retirement information.
- IV. Current sick leave and vacation leave information.
- V. A journal shall be maintained in each personnel file, recording the name of the individual accessing the file, along with the date and time the file was accessed.
- VI. Any other information deemed pertinent by the board of education or the superintendent of schools for the employment of the individual with this school district.

In addition to the above mentioned information all certified personnel files shall also contain the following information:

- I. A valid teaching certificate, or a copy of the same, which covers the entire period of the employee's contract.
- II. A complete transcript of all college credits showing degrees granted, etc. Refer to Policy 4515, Salary Guides, for information pertaining to movement on the salary schedule resulting from completion of additional college credits.
- III. A record of the each individual's teaching experience.



**Employee Access to Personnel Files**

**4060.1**

Any teacher, administrator, or full time employee of this school district shall, upon request, have access to his or her personnel file maintained by the district and shall have the right to attach a written response to any item in such file. Any school employee may, in writing, authorize another person to have access to or sent information from such file, and such authorization shall be honored by the district. In addition to providing the name of another person authorized to have access to his or her file the written authorization will also list a period of time for which the person will be entitled to have access to the employee's file.

In the event an employee provides written authorization for another person to have access to his or her files, school officials shall be relieved from any liability in the event the person designated in the request discloses any information obtained by him or her in the course of examining the employee's file.

Such access and right shall not be granted with respect to any letters of recommendation solicited by the employer which may be in the file.

Additionally, before a teacher can review the files, he or she must first secure permission from his or her respective administrator. The file may not be removed from the room where it is kept, and there must be a witness present when it is reviewed. Items cannot be removed from the file.

Permission will not be granted that will allow records to be released from the superintendent's office area to another area except that records subpoenaed or under court order will be released as directed in the court order.

Legal Reference:       §79-8,109           Teacher, Administrator, Full-  
Time Employee, Personnel File,

Access, Written Response,  
Attach.

Policy Adopted: December 14, 1998  
p. 176, GAK  
Policy Revised: June 14, 2010

### **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 or school vehicles at any time. **For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect.** Furthermore, in a like manner, tobacco use is prohibited on school grounds. 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 5550, Drugs, Tobacco, and Alcohol.

Legal Reference: Neb Rev. Stat. "71-5716 to 5734 (Nebraska Clean Indoor Air Act)

## **Drug Free School and Community Policy**

**4070**

- I. 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.

### 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.

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.

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.

### PROCEDURES.

- A. All employees and each new employee will receive a copy of this policy.
- B. 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.
- C. 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.
- D. 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 fifty miles of the administrative offices of the school district. If no such programs are available within fifty 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.
- E. 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.
- F. 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.
- G. 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, by 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.
- H. 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.

- I. 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. 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.
  
- II. 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 fifty 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.

III. 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.
- D. Possession of alcohol on school premises or as a part of any of the school's activities.
- E. Use of any illicit drug.
- F. Distribution of any illicit drug.
- G. Use of any drug in an unlawful fashion.
- H. Distribution of any drug or controlled substance when such distribution is unlawful.
- I. 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.

IV. 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."

- V. 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 studies 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.

VI. 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.

VII. 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 \_\_\_\_\_, 1998 \_\_\_\_\_.

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

VIII. 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 resource personnel such as law enforcement officers, medical personnel, and experts on the subject of drug and alcohol abuse, so that its economic, social, educational, and psychological consequences may be made known to the students of this school district.

It shall further be the policy of this school district through the instruction earlier herein referred to as well as by information and consistent enforcement of the school board's policy pertaining to student conduct as it relates the use of illicit drugs and the unlawful possession and use of alcohol, that drug and alcohol abuse is wrong and is harmful both to the student and this school district, and its educational programs.

Legal Reference: Federal Drug Free Schools and Communities Act, 1986, Amendments, 1989, P.L. 101-226.

**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 shall 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 of the employee involved; (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. The superintendent of schools shall serve as an ex officio member 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, 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 personnel, and school district patrons about HIV infections.

Refer to Policy 3525, School District Safety Committee.  
Refer to AR-4075.1, Routine Procedures for Sanitation and Handling  
Body Fluids and AR-4075.3, Body Fluid Source Of Infectious Agents.

Policy Adopted: December 14, 1998

p. 163A, GAAC

Policy Revised: July 12, 2010

## **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 guidance counselor, a decision shall be made as to any additional action needed at the school level.

Policy Adopted: December 14, 1998

Policy Revised: August 16, 2010



## 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 or his or her designee and to the parents.

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.

Discipline should not be considered a group matter. A whole group of students should not be disciplined for the misdeeds of one or a few students.

Discipline should not be confined to the classroom. Certified staff members are responsible for assisting with the discipline of students between classes, before and after school, and at school activities.

It is the policy of the board of education that corporal punishment may not be administered to a student. A staff member may, however, use reasonable physical force against a pupil, without advance notice of the building principal or 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.

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

**PERSONNEL-CLASSIFIED STAFF**

**Introductory Statement and Description**

**4200**

The board of education believes that the classified staff is an integral part of an effective, and efficient school system. They are, therefore, to be selected and trained with the same care and attention afforded the school district's administrators and teachers who are employed as certified staff.

Classified staff includes: custodians, maintenance workers, secretaries and bookkeepers, bus drivers, teacher assistants, cafeteria workers, or others who might be recommended by the superintendent of schools or the board of education.

**"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. 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.

Classified employees will normally be considered for re-election at the discretion of the superintendent of schools. At the time each classified employee is hired he or she shall be notified that he or she may be terminated at any time. All terminations shall be in writing.

Since classified staff are "at will" employees there will be no formal or annual contract. In lieu of such a document the board of education will annually present classified personnel a written Letter of Appointment outlining his or her salary and/or work assignment.

Refer to AR-4205, Letter of Appointment.

**Work Day (Classified Employees)**

**4210**

The normal work week for all full-time custodial employees shall be 40 hours per week with a maximum of 52 hours. The normal work week for all full-time secretarial employees shall be 40 hours per week with a maximum of 45 hours. The work week for other 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.

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.

Refer to AR-4210, Custodial Work Schedule.

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.

NON-PAID LEAVE--Garfield County School District No. 100 will observe the conditions set forth in the Federal Family Medical Leave Act or as identified in this policy. Any leave taken as a part of the Federal Family Medical Leave Act shall be non-paid leave.

When both spouses are employed by the school district the board of education reserves the right to limit the total non-paid leave taken by both husband and wife for the birth or adoption of a child to a combined total of twelve weeks. However, each spouse may take twelve weeks of non-paid leave for a serious health condition which may involve each spouse. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that may involve inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

The board of education may request that the employee provide the school district with written certification on the following information from the health care provider prior to taking non-paid leave:

- I. The date the serious condition began.
- II. The probable duration of the condition.
- III. Appropriate medical facts regarding the condition.
- IV. A statement that the employee is needed to care for the spouse, child, or parent and an estimate of the amount of time involved.
- V. If the illness involves an employee, that the illness renders

the employee unable to perform the functions of his or her assigned position.

VI. The dates and duration of the treatment if the employee requests intermittent leave or reduced schedule.

Following the non-paid leave the school district shall restore the employee to his or her previous position or to an equivalent position with equivalent pay and benefits.

Except in the case of an emergency an employee should inform school officials prior to the use of any leave time if he or she wishes to use the Federal Family Leave Policy. If school officials do not receive prior notification and if the employee has time accumulated as part of the school district's paid leave the leave will be recorded as paid leave.

PAID LEAVE--In addition to non-paid leave as set forth in the Family Medical Leave Act Garfield County School District No. 100 will provide its classified employees with a paid leave benefit program.

Each classified employee shall be provided a list of benefits the employee is eligible for, and he or she shall indicate on that form those which will be taken.

#### DEFINITION OF TERMS.

Full-Time Employee: Any employee who works on a 12 month basis, as stated in his or her letter of appointment, but must work a minimum of thirty hours per week.

Nine-Month Employee: Any employee who works at least nine months, as stated in his or her letter of appointment, but less than twelve months, and who works thirty to thirty-seven and one half hours per week. This employee will be classified as a three-fourths time (75%) employee.

Seasonal Employees: Employees who work less than 120 days during the year and whose employment is temporary in nature. Seasonal employees receive no benefits.

NOTE: A classified employee may waive all insurance coverages and receive a financial stipend in lieu of the insurance coverage. The financial stipend may be equal to no more than sixty-five (65%)

percent of the cost of the insurance coverage for which he or she qualifies.

I. A full-time employee shall be provided the following list of benefits.

- A. Health Insurance. The school district will provide single or family health insurance, depending upon his or her marital status. Single dental coverage will be provided. A classified employee may waive all insurance coverage and take financial compensation in lieu of the insurance coverage. A classified employee may purchase a family dental plan but will be required to pay the difference between the cost of the single and family coverage. An employee waiving the health insurance coverage may pay the dental insurance, if he or she would so choose.
- B. Long-term Disability Insurance (LTD). Employees pay their own Long Term Disability (Participation optional).
- C. Sick Leave. Ten (10) days per year, cumulative to forty (40) days.
- D. Personal Leave. Two (2) days per year, non-accumulative.
- E. Paid Holidays. Six (6) days per year: New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- F. Paid Vacation Days. Ten (10) working days per year after continuous employment of not less than nine months.

II. A nine-month employee shall be provided the following benefits:

- A. Health Insurance. The school district will pay for ten months of a single health and dental insurance plan. An employee may waive all insurance coverage and take financial compensation in lieu of the allocated insurance coverage. This compensation shall be equal to no more than sixty-five percent

(65%) of the cost of the insurance coverage for which he or she qualifies.

- B. Long-Term Disability Insurance (LTD). Employees pay their own Long Term Disability (Participation optional).
  - C. Sick Leave. Seven and one-half days (7.5) days per year, cumulative to thirty (30) days.
  - D. Personal Leave. One and one-half (1.5) days per year, non-cumulative.
  - E. Paid Holidays. New Year's Day, Labor Day, Thanksgiving Day, and Christmas Day.
  - F. Paid Vacation. None.
- III. A nine-month employee working 22-30 hours per week and/or a twelve-month employee working 15-22 hours per week shall be classified as a one-half time (fifty percent) employee and shall receive the following benefits:
- A. Sick Leave. Five (5) days per year accumulative to twenty days.
  - B. Personal Leave. One (1) day per year, non-accumulative.
  - C. Paid Holidays. Labor Day and Thanksgiving Day.
  - D. Paid Vacation. None.
- IV. A nine-month employee working 15-22 hours per week shall be eligible for the following benefits.
- A. Sick leave of three (3) days per year, cumulative to ten (10) days.
  - B. Personal leave of one (1) day per year, non-accumulative.
- V. Benefits shall not be paid to employees who do not meet the above requirements.
- VI. Seasonal Employees are employees who work less than 120 days during the year and whose employment is temporary in nature. Seasonal employees receive no benefits.



Legal Reference:

P.L. 103-3

Family and Medical Leave  
Act.

Policy Adopted: March 13, 2006  
Policy Revised: May 13, 2013

**Staff Development (Classified Employees)**

**4220**

The superintendent of schools shall be responsible for providing or for directing the immediate supervisor, such as the head cook or head custodian, to provide routine orientation and explaining the day-to-day work responsibilities for new classified staff personnel.

To the extent schedules and budgeting will allow, classified employees will be expected to attend workshops or seminars that will better prepare them to perform their assigned tasks. Requests to attend these activities should be made to the immediate supervisor and are to be approved by the superintendent of schools.

The school district will pay the tuition or enrollment fee, room, board, and will either pay mileage or provide transportation for attendance to workshops or seminars which relate to the assigned activity which have been approved prior to attendance.

Refer to Policy 3610, Travel and Reimbursement.

**Termination Procedure**

**4230**

Any classified employee who is discharged from a position or whose position is eliminated will receive two weeks (ten (10) working days) 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.

If the employee is requested to vacate the position immediately, he/she will receive two weeks pay but will lose accumulated vacation time. If an employee quits without notice, he or she will be paid to date and will lose all accumulated vacation time. If an employee leaves a position at his or her discretion after receiving a termination notice, he or she will be paid for the time worked but will lose all accumulated vacation time. If an employee has been given two weeks notice of discharge because of his or her inability to perform certain assigned jobs satisfactorily when working to the best of his or her ability, he or she shall receive full pay and full accumulation of vacation time.

Policy Adopted: December 14, 1998  
February 15, 2006 (Updated)  
Policy Revised: August 16, 2010

**Grievance Procedure for Classified Employees**

4235

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 supervising administrator. If not satisfied with the suggested resolution of the problem, the employee shall, within five (5) working days of having received the administrator'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 supervising administrator, 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 more than one employee has a grievance of similar nature, they may, as a group, invoke the grievance procedure described above.

Policy Adopted: December 14, 1998  
New Policy

**Job Descriptions, Classified Personnel**

4240

The superintendent of schools shall be responsible for developing and revising job descriptions for all general categories of classified personnel. These job descriptions shall become a part of the administrative regulations.

Refer to following administrative regulations:

- AR-4240.1        Job Description, Head Custodian.
- AR-4240.3        Job Description, Assistant Custodian.
- AR-4240.5        Job Description, Office Secretary.
- AR-4240.7        Job            Description,            Superintendent's  
Bookkeeper/Secretary.
- AR-4240.9        Job Description, Teacher or Library Aide.
- AR-4240.11       Job Description, Assistant Cook.
- AR-4240.13       Job Description, Head Cook.

Policy Adopted: December 14, 1998  
Policy Revised: August 16, 2010

**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 and who is assigned a responsibility that requires the individual to hold a current and valid teaching certificate.

The board of education of Garfield County School District No. 100 believes that the successful functioning of the certified staff is the key ingredient in producing positive learner outcomes in the educating of the district's youth. To the extent that teachers are knowledgeable as to the content of the material they are presenting, if teachers believe that all students can learn, and as long as teachers are enthusiastic about their profession and the learning process, the board of education believes that students will respond and achieve to the extent that their ability will permit.

For policies concerning certified administrative staff, refer to Article 2.

Legal Reference:       §79-802  
                          through           Teaching Certificates.  
                          §79-816

Policy Adopted: December 14, 1998  
Policy Revised: September 13, 2010

**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 one-half hour before the first class period in the day 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 Day.

Legal Reference: §79-8,107 Teachers, Lunch Period.

Policy Adopted: December 14, 1998  
Policy Revised: September 13, 2010

### **Leave Provisions-Certified Personnel**

**4510**

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 certified personnel.

NON-PAID LEAVE. (Family Medical Leave Act)--All certified personnel who have completed twelve months of service with this school district and who have worked a minimum of 1,250 hours during the past twelve months (fiscal year) shall have qualified for participation in the Family Medical Leave Act during any ensuing twelve-month period. (Note, any certified employee who was employed full-time during the previous school year shall be considered as having worked 1,250 hours.) Each ensuing twelve-month leave period shall begin on the day that an employee uses his or her first day of non-paid leave after the completion of any previous twelve-month period. He or she shall be eligible for twelve weeks non-paid leave for a serious family health condition, for birth, or for adoption of a child by the employee and his or her spouse. If an employee also has accumulated paid leave he or she must use the accumulated paid leave before using the non-paid leave provided by the Family Medical Leave Act. An employee may combine paid leave with non-paid leave for a total of twelve weeks. With the approval of the superintendent of schools non-paid leave may be taken as twelve continuous weeks, as reduced working hours over a twelve week period of time, or as intermittent leave during a twelve week period of time.

When both spouses are employed by the school district the board of education reserves the right to limit the total non-paid leave taken by both husband and wife for the birth or adoption of a child to a combined total of twelve weeks. However, each spouse may take twelve weeks of non-paid leave for a serious health condition which may involve each spouse. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that may involve inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

The board of education may request that the employee provide the school district with written certification on the following information from the health care provider prior to taking non-paid leave:

- I. The date the serious condition began.
- II. The probable duration of the condition.
- III. Appropriate medical facts regarding the condition.
- IV. A statement that the employee is needed to care for the spouse, child, or parent and an estimate of the amount of time involved.



V. If the illness involves an employee and that the illness renders the employee unable to perform the functions of his or her assigned position.

VI. The dates and duration of the treatment if the employee requests intermittent leave or reduced schedule.

Following the non-paid leave the school district shall restore the employee to his or her previous position or to an equivalent position with equivalent pay and benefits.

LEAVE-AS A PART OF THE NEGOTIATED AGREEMENT -- Except for leave time granted through the Family Medical Leave Act all leave policies, professional, sick, and personal leave, shall be as set forth in the Faculty Handbook.

Policy Adopted: December 14, 1998  
Policy Revised: September 13, 2010

## **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. (Refer to negotiated agreement for a copy of the current salary schedule.) 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.

College credit to be used to upgrade a teacher's position on the salary schedule shall be on file no later than September 20 of each year. If an institution will not issue an official transcript by September 20, written confirmation from a college official that courses have been satisfactorily completed will be accepted if the hours are needed for movement on the salary schedule.

Hours used for credit beyond the bachelor's degree must be in the staff member's teaching field and must have been earned after the date of graduation from college. Hours used for credit beyond the master's degree must have been earned after all work for the master's degree has been completed. Only one step downward on the schedule may be taken in any one year. Horizontal movement will be limited to maximum of four columns in any given three year contract period.

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.

Policy Adopted: December 14, 1998  
Policy Revised: September 13, 2010

### **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: December 14, 1998  
Policy Revised: September 13, 2010

### **Teacher Selection**

**4525**

It shall be the responsibility of the superintendent of schools with input from the building principal 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. Upon selection to teach in Garfield County School District No. 100 a teacher shall present the superintendent of schools with a copy of his or her valid teaching certificate or a letter stating that the individual has met the requirements and that the certificate has been applied for and is in the process of being issued. The school district will not assume any financial obligations for services rendered until a certificate has been received.

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

Legal Reference:	§79-804	Nebraska Certificate,
	through	Prerequisite to Teaching
	§79-816	Requirements, Registration
		With County Superintendent.
	§79-1248	Schools, Contract of
		Employment, Writing Required.

Policy Adopted: December 14, 1998  
Policy Revised: September 13, 2010

## **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. No money shall be paid for teaching to any teacher except those individuals who are legally qualified to teach. The board of education may withhold the

salary of any certified employee until a valid teaching certificate has been registered with the office of the superintendent of schools and with the office of the county superintendent of schools. 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/treasurer 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:	\$79-802	School, Contract With
		Employees of Another District.
	\$79-804	Teacher's or Administrator's
		Certificate, Registration with
		County Superintendent,
		Withholding of Funds.
	\$79-805	Teachers or Administrators
		Without Certificates,
		Employment Prohibited, Effect.
	\$79-818	District Board, Employment of
		Teachers.
	\$79-827	Certified Employee, Contract
	through	Amendment, Termination, Non-
	\$79-835	renewal, or Cancellation,
		Notice of Hearing, Informal
		Hearings, Procedures.

Policy Adopted: December 14, 1998  
Policy Revised: September 13, 2010

**Extra Duty Assignments**

**4535**

Payment for extra-duty assignments such as coaching and organization sponsors 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. Extra duty assignment shall be made by the building principal and submitted to the superintendent of schools for his or her review. All extra duty assignments must be approved by the board of education.

All teachers will be expected to share in class sponsorships on a rotation basis, and whenever possible or desirable will move with the class through graduation. These assignments plus other non-reimbursable assignments such as before school, noon, hall, playground, study halls, cafeteria, ticket sales, etc. shall be made by the building principal with the approval of the superintendent of schools.

Policy Adopted: December 14, 1998  
Policy Revised: September 13, 2010

### **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.

Every full time teacher shall be assigned a work load that provides for one period that is duty-free. When a staff member volunteers to teach an additional period in lieu of the free period, such duty shall be without extra compensation. If the school district requests that a teacher teach an additional class and give up his or her free period, such period shall then be subject to additional compensation. This additional compensation shall be determined by dividing the teacher's base salary, exclusive of any pay for extra assignments, by the number of class sessions normally assigned. This will determine the amount of pay received for teaching one class. This amount will then be added to the teacher's base salary.

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

Policy Adopted: December 14, 1998  
Policy Revised: September 13, 2010

**Release From Contract**

**4545**

Employment contracts constitute a legal obligation, and the board of education is committed to honoring their terms. The board expects teachers to enter into contracts with a commitment to honor and fulfill their terms.

The board may release a teacher from a contractual commitment when, in its sole discretion, it judges that doing so is in the school district's best interests.

Policy adopted: June 14, 2004 (first reading)  
July 19, 2004 (second reading)  
Policy Revised: October 11, 2010

### **Reemployment**

**4545.1**

If a teacher with previous experience with Garfield County School District No. 100 seeks reemployment he or she does so with the understanding that all rights and privileges held previously were forfeited at the time the employee terminated his or her previous employment with the school district.



Policy Adopted: December 14, 1998  
Policy Revised: October 11, 2010

Definition. A probationary employee means a teacher or administrator who has served under a contract with Burwell Public School District No. 100 for less than three successive school years, unless extended one or two years by a majority vote of the board of education. Probationary certificated employee also includes the superintendent regardless of the length of service.

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 evaluation is the improvement of the teacher's instructional performance. In addition, teacher evaluations will be used for, but not limited to, the following purposes:

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

Probationary Evaluations.

During the first three years of teaching service in Burwell Public School District No. 100 all certificated personnel will be teaching as probationary personnel. At the end of three years those teachers (excluding the superintendent of schools) who have received satisfactory evaluations will be considered permanent certified employees, as set forth in §79-828 and §79-829, unless the board of education votes by a majority vote to extend the probationary status or unless it is deemed necessary to return a permanently certified employee to probationary status. If a certified employee's probationary status is continued beyond the initial three year period of employment or if a permanent employee's status is changed to a probationary status, the following procedures and conditions shall be used:

- I. Notice of probation will be in writing.
- II. A list of the elements of unsatisfactory conduct or performance and the expectations for improvement will be reduced to writing and made a part of the probationary contract document.

If deficiencies are noted in the work performance of any probationary employee, the evaluator shall provide the teacher or administrator with a list of deficiencies at the time of the observation. Included with the list of deficiencies will be a list of suggestions for improvement and methods of assistance in overcoming the deficiencies. Follow-up evaluations may occur if deficiencies remain. A probationary teacher may be terminated any time during his or her first three years of employment with Garfield County School District No. 100 without cause.

#### Procedure.

Very early in each school year the building principal will notify those teachers 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 and policies will be given to each teacher in writing annually through the teacher handbook(printed copy or electronic format) . The evaluation instrument and policies have been designed to reflect the district's instructional goals.

Pursuant to Nebraska statutes, tenured teachers shall be evaluated at least once formally during the school year. Probationary teachers will be evaluated formally at least once each semester during their probationary period. The formal evaluations will be at least one instructional period long, with the instructional period being a minimum of thirty minutes. 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. These additional sessions will be at the discretion of the responsible school administrator. The evaluation results will be filed in each teacher's confidential file by March 15 of the school year evaluated.

#### Criteria.

This school district will use an evaluation instrument to evaluate its teaching staff. The instrument provides for the evaluation of criteria in the following four categories:

- I. Classroom Strategies.
- II. Classroom Behaviors.
- III. Professional conduct.
- IV. Personal conduct.

Conferences.

Following the visitations, whether formal or informal, announced or unannounced, the evaluator will have a post-evaluation conference with the staff member evaluated for the purpose of discussing the evaluation. If any deficiencies are noted, a means of correcting them and a time line for implementation of the corrections will be provided with teacher involvement. The teacher will be given the opportunity to provide a written response to the evaluation. Signature of both the staff member evaluated and the evaluator will be required as evidence of documentation of the evaluation.

Evaluator In-Service.

The building principal shall be the primary evaluator. The superintendent of schools will assist in an evaluation if a second opinion would be needed. The superintendent of schools will be responsible for the training necessary for use of the evaluation instruments for the school district. The training may include 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. All evaluators of the school district shall possess valid Nebraska Administrative and Supervisory Certificates.

Refer to AR-4550, Teacher Evaluation Form.

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

## 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.

Private instruction given by any teacher is permitted under the following conditions:

I. No private lessons will be given during the normal work day.

II. Private lessons for pay will not be given on school property.

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

**Teaching Night or Adult Education Classes**

**4555.1**

Night classes or adult education classes taught by district employees is encouraged providing these classes do not interfere with the teacher's day assignments. School facilities and equipment may be used but supplies will not be furnished. Receiving pay for these activities is permissible if the courses or class receives the approval of the district administration.

**Job Description, Certified**

**4560**

The superintendent of schools shall be responsible for developing job descriptions for all general categories of certified personnel. These job descriptions shall become a part of the school district's administrative regulations.

Refer to the following administrative regulations:

- AR-4560.1, Job Description, Activities Director.
- AR-4560.3, Job Description, Agriculture Instructor.
- AR-4560.5, Job Description, Art Instructor.
- AR-4560.7, Job Description, Biology Instructor.
- AR-4560.9, Job Description, Business Education Instructor.
- AR-4560.11, Job Description, Head or Assistant Coach.
- AR-4560.13, Job Description, English Instructor (2).
- AR-4560.15, Job Description, Family Consumer Science Instructor.
- AR-4560.17, Job Description, Foreign Language Instructor.
- AR-4560.19, Job Description, Guidance Counselor.
- AR-4560.21, Job Description, Industrial Technology Instructor.
- AR-4560.23, Job Description, Mathematics Instructor (2).
- AR-4560.25, Job Description, Media Specialist/Librarian.
- AR-4560.27, Job Description, Music Instructor.
- AR-4560.29, Job Description, Health and Physical Education Instructor.
- AR-4560.31, Job Description, Science Instructor (2).
- AR-4560.33, Job Description, Social Studies Instructor (3).

AR-4560.35, Job Description, Chapter I, Reading and/or Mathematics Instructor.

AR-4560.37, Job Description, Resource Teacher.

AR-4560.39, Job Description, Substitute Teacher.

Legal References: \$79-101 Teaching Defined.  
\$79-501 District Boards, Hiring of Superintendent, Teachers, and Personnel.  
\$79-804 through Certification Requirements.  
\$79-816  
\$79-817 Schools, Written Contracts Required.  
\$79-859 through Professional Practices  
\$79-871 Commission.



## **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. 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 the superintendent of schools and building principal.

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 and hereafter employed by this school district.

The association will pay for any supplies used for association purposes. No equipment shall be removed from school property without approval by the building principal. 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 building principal. 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: December 14, 1998  
P. 216, GBRH  
Policy Revised: November 15, 2010

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.

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.

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: December 14, 1998  
Policy Revised: November 15, 2010

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 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: December 14, 1998  
Policy Revised: November 15, 2010

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.

I. Purpose.

The purpose for which these grievance procedures are established are:

- A. To reduce the potential area of conflict among students, certified, classified (non-certified), administrators, parents, patrons, and the board of education.
- B. To provide communication through recognized channels among students, certified, classified (non-certified), administrators, and the board of education.
- C. To develop improved morale and effectiveness of the school.

II. Definition of Terms.

- A. "Grievance" shall mean any claim based upon a violation or alleged violation of the negotiations contract, any claim resulting from sexual harassment, or any dispute regarding the interpretation, meaning or application of any of the policies, rules, or regulations of the school district or rules and regulations relating to Section 504, Rehabilitation Act of 1973 and Title IX, Education Amendments of 1972.
- B. "Aggrieved Person" shall mean any person covered by the provisions of the negotiations contract or a dispute regarding the interpretation, meaning or application of any of the policies, rules or regulations of the school district, and rules and regulations relating to Section 504, Rehabilitation Act of 1973 and Title I Education Amendments of 1972.
- C. "Party of Interest" shall mean the aggrieved person and any other person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

III. General Provisions.

- A. Any person aggrieved by the violation of any rule, regulation, or procedure adopted by Garfield County

School District No. 100 may file an informal complaint with his or her building principal or immediate supervisor as set forth herein. Such informal complaint, Level I, shall be filed within thirty (30) calendar days of such alleged violation.

- B. If a written formal grievance, Level II, is not filed within twenty (20) calendar school days after the Aggrieved Person has filed an informal grievance, then the grievance shall be waived.
- C. A grievance may be withdrawn at any level with the Aggrieved Person retaining the right to refile, subject to the provision of Paragraphs 1 and 2 above.
- D. No reprisals of any kind shall be taken by the board of education, by any member of the administration, or by the Aggrieved Person, against any party in interest, or any other participant in the grievance procedure by such reason of such participation.
- E. The forms found in AR-4625, Grievance Forms, shall be used for the processing of any grievance.
- F. If, in the event the administration or the board of education shall fail to follow or meet the time limits set forth herein, the grievance shall automatically move to the next step.
- G. In the event the Aggrieved Person shall fail to follow the agreed upon procedure, the grievance shall be waived.
- H. An Aggrieved Person shall continue to follow administrative directives and policies, and continue to work under the direction of the superintendent of schools and other school administrators, regardless of the pendency of any grievance, until such grievance is properly determined.

#### IV. Procedures.

##### A. Level I

- 1. A person who believes that there is grounds for a grievance is to discuss the matter with the building principal or immediate supervisor in an effort to resolve the problem.

2. The Aggrieved Person may have a representative assist in an effort(s) to resolve the problem informally with the building principal or immediate supervisor.

B. Level II

Step One.

1. If an Aggrieved Person is not satisfied with the disposition of the problem, or if no decision has been rendered following five (5) school days, after stating the grievance in the formal procedure, the Aggrieved Person may submit the claim as a formal grievance, in writing, specifying the policies, rules, and regulations or contractual provisions alleged to have been violated, to the building principal or immediate supervisor. The written grievance shall be filed no later than ten (10) school days after the grievance in the informal procedure. The grievance should be filed on Grievance Form A. Refer to AR-4625, Grievance Forms for all grievance forms.
2. The building principal or immediate supervisor shall, within three (3) school days, render a decision and the reasons therefore, in writing on Grievance Form B, to the Aggrieved Person and to the superintendent of schools.

Step Two.

1. If the Aggrieved Person is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within three (3) school days after the presentation of the grievance in writing, the Aggrieved Person may appeal the written grievance to the superintendent of schools. In the case that no decision is rendered, the appeal shall be filed on Grievance Form B no later than ten (10) school days.
2. The superintendent of schools shall act for the administration in Step Two of the grievance procedure. Within (10) school days after receipt of the written appeal for a hearing by the superintendent of schools, he or she shall meet



with the Aggrieved Person for the purpose of hearing and resolving the grievance. A record of such hearing shall be kept by the superintendent of schools, and made available to the parties involved upon request. The superintendent of schools shall, within three (3) school days following the hearing, render a decision and reasons therefore, in writing on Grievance Form C, to the Aggrieved Person.

Step Three.

1. If the Aggrieved Person is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within thirteen (13) school days after submission to the superintendent of schools, the Aggrieved Person may appeal the grievance to the board of education. In the case that no decision is rendered, the appeal shall be filed on Grievance Form C, no later than eighteen (18) school days after submission of the grievance to the superintendent of schools.
2. Within twenty (20) school days after receiving the written appeal, the board of education shall meet with the Aggrieved Person for the purpose of hearing and resolving the grievance. Within five (5) school days following the submission of the matter, the decision of the board of education shall be rendered in writing on Grievance Form D.

C. Level III.

1. If the Aggrieved Person chooses not to accept the decision of the board of education, the Aggrieved Person may, within five (5) school days of receipt of the decision, challenge the decision on Grievance Form D. The challenge shall be filed with the superintendent of schools.
2. Within five (5) school days following receipt of the written challenge, the board of education and the aggrieved person shall select a fact-finding board, if appropriate, in the following manner: one member will be selected by the board of education; one member by the Aggrieved Person, and a third member selected by the two members so appointed. If the members appointed by each party fail to agree upon a third party within five (5) school days after their selection, they shall

request the Nebraska Department of Education to submit a list of five (5) persons being qualified to serve as members of such board. Upon receipt of such list, the members selected by the parties shall alternately strike names until one name remains and the person not stricken shall become the third member. The Aggrieved Person shall strike the first name. Such fact-finding board shall hear and review the matters relating to the grievance and shall within fifteen (15) school days after the hearing, render a report of its decision. Such recommendations shall receive good faith consideration of the parties as a method of settling the dispute.

3. The cost of fact-finding shall be shared equally by the board of education and the person grieved.

#### V. Rights of the Aggrieved Representative.

Any party of interest may be represented at all stages of the grievance procedure by a representative of his or her own choosing.

#### VI. Personnel File.

The board of education and the local education association recognize that it is the students', certified, and non-certified employees' responsibility to review all materials in their file.

Although the board of education agrees to protect the confidentiality of personal references, academic credentials, and other personnel file items it shall not establish any separate personnel file which is not available for the students', certified, and non-certified employees' inspection.

Person or persons of limited English language skills may request publication or translation of the Grievance Policy in his or her native language.

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

Title IX, 1972 Federal Education Amendments,  
Section 504, 1073 Federal Rehabilitation Act,  
Title VI, VII, 1964 Federal Civil Rights Act.

**Reduction In Force (RIF)**

4630

I. Definition of Terms.

- A. Endorsement. Comparison for this criterion shall be based upon the endorsement(s) as shown on each teacher's Nebraska Teaching Certificate as of March 1.
- B. Special or Advanced Training. This criterion shall mean the college credits or special training that will be of present or future value to the school district.
- C. Contribution to the Extracurricular Program. This criterion shall mean the involvement in the school district's athletic or activities program.

II. General Provisions.

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

Reductions in force of certificated staff members may be required due to decreasing enrollment, limited financial support, changing programs, or other changes in circumstances. If such changes occur and a reduction of certificated staff is necessary the superintendent of schools shall recommend to the board of education those certificated employees to be reduced under the reduction in force provisions of the continuing contract laws; provided, however, that no permanent employee may be terminated through reduction in force while a probationary employee is retained to perform a service that the permanent employee is qualified by certification and endorsement to perform or where

certification is not applicable, by reason of college credits in the teaching area.

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

The process of selecting personnel for reduction in force will involve consideration of (not listed in order of importance) the following: (1) programs to be offered; (2) areas of endorsement that 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 that would be of present or future value to the school district; (5) contributions to activity programs; (6) qualifications based on past performance and competence as determined by the building principal and/or superintendent of schools through employee evaluation procedures; (7) the organizational and educational impact created by multiple part time certificated employees; and (8) any other reasons which can be rationally related to the instruction in or administration of the school system.

If, after consideration of the above, it is the opinion of the superintendent of schools that no significant difference exists between certificated employees being considered for reduction in force, the employee(s) with the longest uninterrupted service to the school 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 a half a year of full-time 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 of service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purpose of determining the length of a teacher's uninterrupted service.

Any certificated employee whose contract is terminated because of reduction in force will be considered to have been dismissed with honor and shall, upon request, be provided a letter

to that effect. Such employee shall have preferred right to re-employment for a period of twenty-four 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 to any positions for which he or she is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits which had accrued to said employee prior to termination, but such leave of absence shall not be considered as a year of employment by the school district. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.

It shall be the responsibility of each certificated employee to file with the superintendent of schools a copy of said employee's teaching certificate (including endorsements) upon initial employment with the school district. On or before March 15th of each year thereafter, for as long as the employee is employed in this school district, or for as long as the person has rights of recall, each certificated person shall file with the superintendent of schools any changes which have occurred in his or her teaching certificate (including endorsements), or changes in his or her teaching certificate (including endorsements) which may be pending, since March 15th of the previous school year.

Any certificated employee whose employment contract is terminated as a result of reductions in force shall, during his or her period of recall, report his or her current address to the superintendent of schools and shall inform the superintendent of schools of any changes of address thereafter. If a vacancy in the system occurs for which said employee has rights of recall, the offer of such employment may be sent by the superintendent of schools to the employee's last known address. If no acceptance of such offer is received from the employee within ten (10) days of mailing and the superintendent of schools has no personal knowledge of the whereabouts of the employee, other than said last known address, the employee shall be deemed as having waived his or her right to recall to said employment position.

Certificated employees who are notified that they may be considered for termination or contract amendment shall be given an opportunity for a hearing before the board of education prior to the time that the final action is taken.

Legal Reference:	§79-846	Reduction in Force Policy,
	through	Requirements, Board of
	§79-849	Education and Administrative
		Duties, Contract Terminations,

Recall Rights, Compliance with  
Federal and State Law.

Policy Adopted: July 18, 2005 (First Reading)  
August 15, 2005 (2<sup>nd</sup> Reading)  
p. 206, GBNA  
Policy Revised: November 10, 2014

The board of education of Garfield County School District No. 100 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 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.

All permanent certificated employees shall be required, every six years, to give evidence of professional growth. Six semester hours of college credit shall be accepted by the board of education as evidence of professional growth. In the alternative, such other activities as are approved in advance by the board of education shall be accepted as evidence of professional growth. Such alternative evidence of professional growth must be submitted in advance by the permanent certificated employee to the administration for presentation to, and approval by, the board of education. Such alternatives or other activities which may be approved by the board of education may include, but not be limited to, such activities as educational travel, professional publications, or work on educational committees.

Failure to give evidence of professional growth may result in loss of teaching certificate and the termination of an employee's contract.

To be accepted as evidence of professional growth, semester hours of college credit must be appropriately documented. Such documentation must be filed with the office of the superintendent of schools. Such documentation shall consist of an official transcript of credits earned from the college or university attended.

Semester hours of college credit may be accepted for advancement on the salary schedule as well as for evidence of professional growth if the semester hours are graduate credit and are in the teacher's assigned teaching area, endorsement, or a special project approved by the superintendent of schools.

I. Undergraduate credit hours may be accepted for advancement on the salary schedule only by special permission of the school administration. Filing of appropriate documentation in the office of the superintendent is required.

A. A teacher who cannot obtain a Master's degree in his or her assigned teaching area from a Nebraska college or

university, may submit an alternate professional growth plan to the superintendent of schools. The approval of this alternate plan by the superintendent of schools and board of education could be used to meet the school district's professional growth requirement and for advancement on the school district's salary schedule.

Teachers may be permitted to substitute travel, professional publication of an article, or other activities. Normally, duplication of individual activities will not be permitted. (Example, travel to Greece and to Japan may receive individual consideration. Trips to Greece on successive occasions normally would not be approved.)

Teachers substituting travel, professional publication, or other activities shall make application for approval of such activities prior to participating in the activity. Applications for such substituting shall be made on the form provided by the school district. Applications shall be submitted to the Professional Growth Committee. If the activity is approved, the application shall be forwarded to the superintendent of schools and board of education for review and/or approval. Action by the board of education shall be final.

The beginning date for the first six-year period for currently permanent certified members shall be September 1, 1982. The first six-year period for certified staff members who had probationary status on September 1, 1982, and for certified members who join the staff after that date shall begin on September 1 of their first school year of permanent status.

College credit hours or alternative professional growth points earned prior to the beginning of the first six-year period or any subsequent six-year period, or in excess of six college credit hours, or 24 professional growth points in one six-year period are not transferable to the following six-year period. Staff members are advised that caution needs to be observed with college credit hours if the intent is for these same hours to also apply to satisfying requirement for advancement on the salary schedule as those hours have to be graduate credit and in the teaching field.

The conditions and limitations under which alternative professional growth activities are performed and accepted may be reviewed and changed by resolution of the board of education from time to time. Unless the board of education shall, by resolution, give direction to the contrary, credit for engaging in a newly approved activity shall be allowed only for work done after the date of approval for the activity. If activities are stricken



from the list or documentation made more stringent, such changes shall not be retroactive with regard to work already begun. Changes in alternative professional growth requirements will be implemented in such a way as to cause no penalty to those staff members who are currently working in an approved project for alternative professional growth requirements of the present period.

Persons contemplating alternative professional growth activities should consult with the building principal or the superintendent of schools prior to engaging in the activity for the purpose of ascertaining the feasibility of the activity planned.

#### Professional Growth Point System.

To meet the statutory professional growth requirements for a given six-year period, a permanent certificated staff member must have completed approved professional growth activities totaling twenty-four points. If the entire professional growth requirement is to be satisfied by approved alternative activities, the permanent staff member shall show evidence of growth in more than one area.

Each probationary teacher shall complete activities from any or all categories totaling eight points during the three-year period, or three points for each remaining year of probation.

#### Professional Growth Evaluation Committee.

To assist in the administration of the professional growth plan, particularly as it applies to alternative programs, there will be a professional growth committee consisting of the building principal and two permanent certified staff members.

The president of the Garfield County Education Association shall appoint the committee chairperson, and the two permanent certified staff members shall be elected by their colleagues. The term of office shall be two years and shall be staggered so that one member is elected at the beginning of each school year. In the event of a vacancy, a replacement shall be elected to serve the balance of the term at the next staff meeting. The superintendent of schools may be called by the professional growth committee as a consultant.

It shall be the duty of the professional growth committee to:

- I. Advise a teacher on request as to whether proposed activities come within the scope of school district policy.

- II. Determine if a professional growth activity is to be allowed and determine the number of points to be credited in all cases where the decision is not specifically stated in the policy.
- III. Report to applicants the action taken upon each application for the approval of professional growth plans.
- IV. Submit report of approved applications to the superintendent of schools for further consideration and for the recommendation of the board of education.

If an applicant wishes to appeal any decision rendered by the professional growth evaluation committee, he or she should make such appeal in writing to the committee. Further appeals may be made to the superintendent of schools, then to the board of education, if the applicant disagrees with the decisions made in regard to his or her appeal. Action of the board of education shall be final. Refer to AR-4635, Professional Growth Points and Application Form.