Arthur County School District 500
Arthur County Schools
Arthur, Nebraska
“Home of the Wolves”
Teacher Handbook 2020-2021

*Safely Educating Every Student for Today,
Tomorrow and Beyond!*
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Arthur County Schools

Vision and Mission

Arthur County Schools safely educating every student for today, tomorrow, and beyond!

It is the mission of Arthur County Schools to provide quality educational experiences for all students which will help them achieve their potential in a changing world.

School Board of Education:
Andy Bures, President
Tom Rut, Vice President
Jason Ohm, Secretary
Kimberly Wenzel, Treasurer
Amy Dam, Member
Jared Storer, Member

Message from the Superintendent

“Being a teacher is an amazing profession. It is challenging, dynamic, energizing and draining – but most of all, it is rewarding. Our impact extends far beyond anything we or anyone else can imagine. We know that our students talk about us; so do our colleagues, and so do people in our community. We can decide what we want the conversations to be about.”

“Everyone in the community has a vested interest in schooling – and everyone who went to school can claim to be an expert. That is not a criticism, just a fact of human nature. However, as educators we must adhere to our core values. No matter what others want us to do we must focus on what is right for our students.”

Expectations of staff:
We have the same expectations for the staff, which you have for students: **Excellence.**

1. Do your best each day.
2. Be on time and have your work done on time. **[Due dates are due dates.]**
3. Be respectful of others and you will receive respect in return.
4. Look the part – dress professionally and appropriately for your position, set a good example for your students. Remember you are the one who sets the tone in your classroom have high expectations and let them be known.
5. Prepare strong lesson plans – but be willing to be flexible in meeting the students’ learning needs. Aim your focus on student learning.
6. Communicate positively with students, parents, staff and administration. When greeting students and public please do so with a *smile on your face and in your voice.*
7. Build positive and professional relationships with students, parents, staff and administration.
8. Communicate any possible concerns about students to administrators in a timely manner. [If you have an issue with a student, let one of us know ASAP. So we will not be blindsided by a call from the parent]
9. Be supportive of your school, students, staff members and administrators. (Ride for the Brand)
10. Remember your attitude is reflected on a daily basis. The face you put forward is the one students will remember at the end of the day.

Teachers can eliminate many problems by simply being where they are supposed to be, when they are supposed to be there.

Be enthusiastic! An enthusiastic teacher can motivate students and make learning a pleasure. If a teacher lacks enthusiasm, REGARDLESS OF ABILITY, he/she cannot be a good teacher.
Staff

Administration:
Barry Schaeffer, Superintendent/K-6 Principal
Jamie Gorwill – High School (7-12) Principal/Activities Director

High School Staff
Teacher – Room or teaching assignment
1. Lynn Channer – 7-12 Social Sciences
2. Kesston Fink – 8-12 Mathematics
3. Jamie Gorwill – 7th Grade English
4. Kim Matthews – 8 – 12 English and Speech
5. Jolene Rose - K-12 Music, Band and Choir Director
6. Trisha Storer – K-12 Art and Elementary Teacher
7. Teeyl Sutton – K-12 PE,
8. Tammie Swanson – Business Education/Technology Coordinator/7th Math
9. Mandy Vasa – K-12 Guidance Counselor/Library
10. John York – 7-12 Science

Elementary Staff
1. Dawnette Alber – K-12 Special Education/4-6 Social Studies
2. Laura Cooney – First Grade
3. Stacy McAbee – Fifth Grade
4. Patty Powers – Third Grade
5. Jolene Rose – K-12 Music
6. Trisha Storer – K-12 Art, 4th Grade
7. Teeyl Sutton – K-12 PE
8. Mercedes Trenary – Second Grade
9. Brandee Wilson – Kindergarten
10. Carrie Wykert – Sixth Grade

Para Educators and Support Staff:
1. Sue Albert
2. Sally Monahan
3. Angie Storer
4. Cammie McNeil
5. Terria Hampton – Secretary/Bookkeeper HS Office
6. Becky Watson – Custodian HS and MS Buildings
7. Bill Simpson – Custodian Elementary Building/Transportation Director, Bus Driver
8. Michelle Simpson – Custodian Elementary Building
9. Alana Macomber – Bus Driver
Teachers’ Rights, Responsibilities and Duties
All certificated employees shall assume the duties and responsibilities assigned by the superintendent or designee. Teachers’ professional responsibilities involve considerably more than merely classroom instruction. They include, but are not limited to, study and research to keep abreast of new knowledge and instructional techniques; assessment of students’ work; record-keeping; lesson planning and preparation; conferences with students, parents and administrators; in-service meetings; and supervision of pupils outside the classroom.

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

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

Duty Time: Depending on extra duties, teachers are expected to be in their rooms by no later than 7:20 AM. The duty time ends no earlier than 4:20 PM. Teachers may need to stay later or come in earlier to assist students beyond these stated hours. Teachers may be allowed to leave earlier with prior approval from the administration.

Staff Dress and Appearance
The attire worn by staff members conveys an important image to students and the general public.

Certified staff, Para educators and office staff should generally dress in a professional manner in accordance with the duties of their position.

The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community. Staff members should dress in business casual attire; when students or visitors are in attendance, or when the employee is supervising, directing or coaching students when the public is in attendance:

Staff members are encouraged to wear attire that promotes school spirit with a school logo or mascot on game days and other appropriate days.

Classroom staff may not wear the following types of clothing during the traditional school day when students or visitors are in attendance, or when the employee is supervising, directing or coaching students when the public is in attendance:

• Shorts, Sweats, jogging and wind suits, except when teaching a physical education activity in the gymnasium or on a playing field or at athletic or other activity practices.

• Any clothing which is immodest and may distract other employees or students in the learning environment.

The building principal may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special “casual days”).
Custodial, maintenance and transportation staff should dress in attire appropriate to the work they are performing.

Staff may not wear visible body piercing jewelry, including tongue adornment, while at school or during a school function on or off school premises. This prohibition applies to all parts of the body other than the ear.

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

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

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

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

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

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

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

Evaluation of Certificated Employees
Staff who are operating under their first four contracts are classified as probationary certificated staff. All other staff are classified as permanent certificated staff members and must receive at least one formal evaluation this year.

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

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

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

**Entire Instructional Period:** For certificated employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator’s work during the semester for no less than 40 minutes.
Actual Classroom Observation: Actual classroom observation consists of observing the certificated employee in any activities in a classroom setting; when a certificated employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certificated employee performing activities that are typical of his or her position.

Rights of Probationary Certificated Employees

Procedural Entitlement: The superintendent of schools may, at his or her discretion, notify a probationary certificated employee that his or her employment contract may not be renewed or may be amended. In the event of consideration of nonrenewal or amendment of a probationary certificated employee's employment contract at the close of the school year, the affected employee shall be provided with written notice of the proposed nonrenewal on or before April 15, including notice that he or she is entitled to a hearing before the board prior to any final decision on the proposed contract action. To secure such a hearing, the employee must send a written request to the secretary of the board, the superintendent or the superintendent's designee within seven (7) calendar days of receipt of notice of possible nonrenewal or amendment. An employee who requests a hearing shall be given written notice of the employment-related reasons for the proposed action at least five (5) calendar days prior to the hearing. The hearing shall be an informal hearing at which the employee or the employee's representative shall be given an opportunity to discuss and explain the employee's position regarding continued employment, to present information, and to ask questions of those appearing on behalf of the school district. At the conclusion of the hearing, the board may elect to amend or not renew the contract of a probationary certificated employee for any reason it deems sufficient if the nonrenewal is in accordance with the provisions of Nebraska statutes and is not for constitutionally impermissible reasons.

Hearing by Board Committee: At its discretion, the board may conduct the hearing regarding the nonrenewal or amendment of a probationary employee's employment by a committee of the board that consists of not fewer than three board members. If the board proceeds with a hearing by committee, notice of the hearing must be sent to all board members five (5) days prior to the date of the hearing, the majority opinion of such a committee will constitute a recommendation to the board as a whole, and the final decision must be made by a majority vote of the members of the board without additional hearing. The meeting to make a final determination must be held in open session.

Public Notice of Meeting: The board shall give proper notice of any board meeting in accordance with the Nebraska Public Meetings Law.

Professional Growth

Every six years, permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth.
The board of education believes the goal of professional self-improvement to be inherent in the responsibilities of each certificated district employee.

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

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

One unit of professional growth credit will generally be equivalent to ten hours of personal time spent on an educational activity. Teachers or the teacher association will be responsible for the tracking of professional growth credit.

**Outside Employment**

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

2. Tutoring

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

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

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

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

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

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

7. Sale of goods or services by employees.

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

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

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

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

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

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

10. Staff may not exploit their professional relationships for personal gain.

**Communication between the Board and District Employees**

Employees have the same right to communicate with the board about matters of public concern as other patrons of the district. Regarding employment-related issues, employees must follow the applicable board policies and/or contractual procedures regarding the administrative chain of command, complaints, grievances and other applicable processes.
When appropriate, the superintendent shall inform employees of official board policies, directives, actions and concerns.

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

**Restrictions on Employees Receiving Gratuities**
Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the school’s patronage.

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

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

1. Soliciting votes or contributions for or against a particular candidate or ballot proposition.
2. Discussing with students opinions regarding a political candidate or ballot proposition unless the topic is part of the approved curriculum.
3. Preparing, displaying, wearing or distributing campaign literature, materials, or signs for or against a candidate or ballot proposition (this prohibition does not apply to bumper stickers on personal vehicles).
4. Soliciting volunteers to assist with a campaign for or against a political candidate or ballot proposition.
5. Preparing for, organizing, or participating in any political meeting, petition, rally, or event.
6. Other prohibited political activity as defined by state law.

The following activities are prohibited at all times:

1. Using any school district resources including, but not limited to, facsimile machines, copy machines, computers or e-mail accounts, for political campaign activities.
2. Using school district property or facilities for any political campaign activities, unless such use is approved pursuant to school board rules or policy.

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

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

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

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

**Nondiscrimination**

The school district shall not discriminate on the basis of race, national origin, creed, age, marital status, sex, pregnancy, or disability in its education programs, activities, or employment policies in compliance with Title VI and VIII of the Civil Rights Act, Title IX, the Rehabilitation Act, the Nebraska Equal Educational Opportunity Act, the Americans with Disabilities Act, and all other relevant civil rights statutes and regulations.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a grievance using the district’s grievance procedures.

Inquiries regarding compliance with Title IX, the Nebraska Equal Opportunity in Education Act, Section 504, or Title VII may be directed to the superintendent.

**Drug Free Workplace**

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

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.
The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

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

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

**Employment-Related Sexual Harassment**

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

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

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
A person who feels harassed is encouraged to inform the person engaging in sexually harassing conduct or communication directly that the conduct or communication is offensive and must stop. If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if direct communication with the offending person has been ineffective, the person who feels harassed should report the conduct or communication to a supervisor, principal, the superintendent of schools, or a board of education member with whom he or she feels comfortable in reporting the issue.

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

Sexual harassment of one student by another student or students is addressed in a separate policy.

**Reporting Child Abuse or Neglect**

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

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

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

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

3. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged, keeping in mind that prompt reporting is essential.

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

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

**Certificated Staff Grievance Procedure**

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

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

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

**Step 2 - Written Grievance to the Principal.** If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal. The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

**Step 3 - Written Appeal to the Superintendent of Schools.** If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.
The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

**Step 4 - Appeal to the Board of Education.** If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

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

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

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

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

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

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

**Time Limitations.** Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer
within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

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

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

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

**Staff Internet and Computer Use**

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

**I. Staff Expectations in Use of the Internet**

**A. Acceptable Use While on Duty or on School Property**

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.

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

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

1. Staff shall not access obscene or pornographic material.

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

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

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

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

II. School Affiliated Websites

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

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

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

III. Enforcement

A. Methods of Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic
communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

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

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

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

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

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

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

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

IV. Off-Duty Personal Use

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education “Rule 27”), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school’s internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Use of Social Media by School District Employees

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

I. Personal Versus School-Affiliated Social Media Use

a. Personal Social Media Use

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

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

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

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

b. School-Affiliated Social Media Use

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

ii. Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts.
iii. Staff may be required to interact with specified individuals on
school-affiliated social media accounts.

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

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

a. General Use and Conditions

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

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

Staff must comply with all applicable laws prohibiting the use or disclosure of
impermissible content, such as copyright laws, accountability and disclosure laws, and
any other law governing the use of resources of a political subdivision. Questions about
appropriate content should be referred to the staff member’s supervising administrator.

b. Acceptable Use

i. Staff may use social media for instructional purposes.

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

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

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

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

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

III. School-Affiliated Digital Content

a. General Use and Conditions for School-Affiliated Accounts

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

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

b. Moderation of Third Party Content

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to “off” without this approval.
In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account’s pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account’s pages may be removed when the content meets any of the following conditions:

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

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

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

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

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

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

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

Unless an employee has a legitimate educational purpose, the following behavior is a violation of the professional boundaries that employees are expected to maintain with
students. The following list is intended to illustrate inappropriate behavior involving students but not to describe every kind of prohibited behavior.

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student’s personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student’s body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or instant messaging) on a matter that does not pertain to a school matter. Electronic communications with students generally are to be sent simultaneously to multiple recipients and not just to one student except when the communication is clearly school related and inappropriate for persons other than the individual student to receive (i.e. grades).
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee’s personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee’s vehicle without first obtaining the express permission of the student’s parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student’s parents or a school administrator.
- Inviting a student to the employee’s residence without first obtaining the express permission of the student’s parents and a school administrator.
- Going to a student’s home when the student’s parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
• Being alone in a room with an individual student at school with the door closed.
• Any after-school hours activity with only one student.
• Any other behavior which exploits the special position of trust and authority between an employee and student.

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

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

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor, or other school employee with whom she or he feels comfortable.

All reports made under this policy will remain confidential to the extent allowed by law.

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

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.

Copyright Policy
Works created by district employees in the course and scope of their employment remain the property of the district. The board may enter into a written agreement with a staff member allowing the staff member to share ownership of a copyright in the covered work. The board will only enter into such an agreement if the written work was created apart from, and in addition to, what the district requires and if the district will not incur an expense to replace the work.

The board hereby expressly grants to other educational entities located within Nebraska a non-exclusive license to use the district’s copyrighted works for educational purposes within
Nebraska when those works have been placed onto collaborative learning systems within the State.

**Jury Duty/Service as Witness in Court**

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

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

**Corporal Punishment**

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

**Family Military Leave**

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

I. **Qualifying for Leave**

A. **Qualified Employees**

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

1. Have been working for the school district for at least 12 months prior to the request; and
2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

B. **Qualified Circumstances for Requesting Leave**

The school district will grant a qualified employee up to a total of 30 days of unpaid leave if:
1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;

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

C. Qualifying Notice and Certification

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

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

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

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

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

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Benefits

1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.
2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.

3. Payment for benefits must be made to the district in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the district on the 1st of the month, the employee taking leave under the NFMLA must provide the full cost of the premium to the district prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

III. Return from Leave

A. Restoration to Position

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

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

B. Failure to Return

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

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

A. Qualified Employees

1. To be eligible for **unpaid** leave under this policy, an employee must:
   
   a. Make the request for leave at a time when the school district employs 50 or more workers;
   
   b. Have been working for the school district for at least 12 months prior to the request; and
   
   c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

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

B. Qualified Circumstances Necessitating Leave

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
   
   a. for birth of a son or daughter, and to care for the newborn child;
   
   b. for placement of a son or daughter with the employee for adoption or foster care;
   
   c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
   
   d. because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
   
   e. because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation.

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

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

C. Limitations on Leave

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

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

   a. the aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and

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

D. Qualifying Notice and Certification

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

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

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

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

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

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

E. Scheduling Leave

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

2. Leave Taken at the End of the Semester

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

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

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

II. Relationship with District during Leave

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

   1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.
2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.

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

C. Group Health Plan Benefits

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

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

D. Intermittent or Reduced-Schedule Leave

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

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

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

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

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

   e. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered service member, and when such leave would constitute at least 20 percent of the total number of working days in the period
during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

III. Return from Leave

A. Restoration to Position

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

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

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

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

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

   a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
   
   b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
   
   c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

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

IV. Notice to Employees

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

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

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

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

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

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

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

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

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

Vertical Advancement: A teacher may advance only one step vertically on the schedule in any year.

Part-Time Certified Employees
Percentage of Time: The percentage of time that a teacher works will be determined by calculating the amount of time that the teacher is required to be at school to teach or supervise classes, plus any assigned preparation time, as a percentage of the entire school day. Extracurricular assignments shall not be considered in determining a teacher's percentage of time. Part-time and temporary teachers may or may not be assigned preparation time, at the sole discretion of the board of education, upon the recommendation of the superintendent of schools.
**Acquiring Permanent Status:** A part-time teacher may become a permanent certificated employee pursuant to the provisions of state statutes.

**Salary:** The salary, benefits and leave entitlement of a part-time teacher shall be determined by multiplying the percentage of time the individual works by his or her placement on the full-time salary schedule contained in each academic years’ negotiated agreement. The percentage of time a part-time teacher is required to be on duty shall be determined by the board of education upon the recommendation of the superintendent of schools.

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

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

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

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

1. **Definition of Reduction in Force.** A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number of percentage of employment of the certificated staff overall may be increased by other hiring or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment to an employee’s contract reducing the extent of the employee’s employment.
2. **Restriction of Right to Administrative Position.** Due to the confidential and unique personal working relationship necessary between the administration and the board of education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

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

   a. Programs to be offered;

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

   c. State and federal laws or regulations that may mandate certain employment practices;

   d. Involvement in the programs and activities sponsored by the school district;

   e. Special or advanced training consisting of college credit or other training that would be of present or future value to the district;

   f. The organizational and educational effect caused by multiple part-time certificated employees; and

   g. Any other reasons that are rationally related to the instruction in or administration of the school district.

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

   a. Uninterrupted length of service is defined as the number of continuous full-time equivalent years of employment in the district as a teacher.

   b. A full-time equivalent year is defined as employment on a full-time basis for an entire school year.

   c. Less than full-time employment reduces the teacher’s full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year full-time equivalent employment.

   d. A break in service will terminate a teacher’s seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher’s uninterrupted service.
5. Rights of Recall.

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

b. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the district to any position that he or she is qualified to teach by endorsement or college preparation.

c. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year of years of absence from employment shall not be considered as a year or years of employment by the district.

d. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.


a. Upon initial employment with the district, each certificated employee shall file a copy of his or her teaching certificate, including endorsements with the superintendent of schools.

b. The employee shall be responsible for filing any changes in certification or endorsements with the superintendent.

7. Address Records.

a. A certificated employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the superintendent of schools.

If there is a vacancy to which a former employee has a right of recall, the district may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee’s last known address. If the school district does not receive written acceptance of the offer within seven days, the former employee shall be deemed to have waived his or her rights to be recalled to the employment position.

Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements.
Implementation of the Student Assistance Team Process
Pursuant to the Rules of the Nebraska Department of Education, the school district uses general education student assistance teams (SATs). SATs consider and create problem-solving and intervention strategies to assist classroom teachers to meet the needs of students who may be struggling in the general curriculum.

All teaching staff must:

1) Support the SAT process by appropriately referring students who may benefit from the SAT process; and

2) Faithfully and consistently implement the intervention strategies recommended by the SAT.

The failure to support the SAT process is a serious matter and may constitute just cause for terminating or canceling a teacher’s employment.

Inclement Weather
From time to time, dangerous weather conditions or other emergency circumstances make it advisable to postpone or cancel some or all of the school district’s scheduled academic classes, extracurricular practices or events, and other activities.

The Superintendent is authorized (1) to postpone some or all classes, practices, events, or other activities, (2) to cancel some or all classes, practices, events or other activities or (3) to hold some classes, practices, events or other activities as scheduled, while postponing or canceling others.

Unless the superintendent directs otherwise, staff shall not be required to report when school is canceled due to inclement weather. The district reserves the ability to request staff make up a contract day at a later time.

The Superintendent may delegate any or all of the authority granted by this policy, orally or in writing, when he or she determines that it is in the best interest of this school district to do so. The Superintendent’s decisions shall be final.

When school has been canceled due to weather all practices, events and activities scheduled for that day will either be canceled or postponed as the schedule will allow.

Confidentiality in Counseling and Guidance
The school district provides students with a certificated school guidance counselor. Information that students provide to counselors is confidential but not legally privileged. The counselor will attempt to respect the privacy of student disclosures, but will share all relevant information with other education professionals as appropriate or as directed. The counselor will also contact parents and law enforcement officials as appropriate.
Records of the counseling relationship, including interview notes, test data, correspondence, tape recordings and other documents, are to be considered professional information for use in counseling, not part of the student's education record.

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

**Procedures**

**Attendance:**
Teachers are required to record attendance daily. Elementary teachers should record attendance in the Morning and in the afternoon. **High School teachers should record attendance each period.** Accurate attendance records affect state reporting and state aid, do this diligently. Attendance is recorded through our Goedustar student information system. Click on the attendance tab to see attendance; by default students are marked as present. If all students are present simply click save changes. If students are tardy or absent click the proper choice for that student then click save changes.
Recording Grades
Grades are used to establish proficiency and track student progress to determine if a student will be able to receive credits towards advancement or graduation. The grading scale use a percentage as follows.

<table>
<thead>
<tr>
<th>Grade Earned</th>
<th>Non-Weighted Scale</th>
<th>4.25 Weighted Scale</th>
<th>4.5 Weighted College Scale</th>
<th>Percentage Ranges</th>
</tr>
</thead>
<tbody>
<tr>
<td>A+</td>
<td>4.0</td>
<td>4.25</td>
<td>4.5</td>
<td>98-100</td>
</tr>
<tr>
<td>A</td>
<td>4.0</td>
<td>4.25</td>
<td>4.5</td>
<td>95-97</td>
</tr>
<tr>
<td>A-</td>
<td>3.667</td>
<td>3.917</td>
<td>4.167</td>
<td>93-94</td>
</tr>
<tr>
<td>B+</td>
<td>3.333</td>
<td>3.583</td>
<td>3.833</td>
<td>91-92</td>
</tr>
<tr>
<td>B</td>
<td>3.0</td>
<td>3.25</td>
<td>3.5</td>
<td>88-90</td>
</tr>
<tr>
<td>B-</td>
<td>2.667</td>
<td>2.917</td>
<td>3.167</td>
<td>86-87</td>
</tr>
<tr>
<td>C+</td>
<td>2.333</td>
<td>2.583</td>
<td>2.833</td>
<td>84-85</td>
</tr>
<tr>
<td>C</td>
<td>2.0</td>
<td>2.25</td>
<td>2.5</td>
<td>77-85</td>
</tr>
<tr>
<td>D</td>
<td>1.0</td>
<td>1.25</td>
<td>1.5</td>
<td>70-76</td>
</tr>
<tr>
<td>F</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0-69</td>
</tr>
</tbody>
</table>

Teachers are to record a minimum of a grade a week to help students, parents and teachers track progress of students throughout the course of the school year. Grades are recorded in Goedustar also in order to record grades teachers must set up their grade books in Goedustar. If you have trouble with this contact Mrs. Gorwill or Mrs. Hampton, Mr. Schaeffer or Mrs. Vasa
Supervision of Students

As a coach or sponsor from time to time you will need to supervise students either before or after school. Students should not be in the building unsupervised. If you encounter a student who is in the building just “hanging out” encourage them to either go home, find a supervisor or go somewhere else. The sponsor is responsible for locking up the building when practices are complete.

Class and Organization Sponsorship

In a small school such as ours, each teacher will be involved in sponsorship of some type. The negotiated agreement will specify the reimbursement for each activity. Selling tickets will generally be assigned to those teachers without coaching responsibilities. Each teacher should realize that with sponsorship comes a great deal of responsibility. It is recommended that each sponsor maintain a record of tasks accomplished throughout the year. This record will assist the sponsor, as well as the succeeding sponsor. Some general guidelines to follow:

- When supervising students, you are responsible. NEVER leave students in the building unsupervised.
- ALL expenditures and activities must be cleared through the superintendent.
- Robert's Rules of Order will help provide more efficient meetings.
- Names of officers for the school year are to be turned in to the office at the beginning of the school year. Fund raising activities other than concessions and magazine sales and annual fund raising activities, must be cleared through the superintendent.
- If a school vehicle is needed for an activity, it should be requested at least one week in advance to allow time for proper arrangements to be made. This request should be made by the sponsor to the superintendent.
- If possible meeting should happen during periods before or after school or during lunch. Fridays are available if a longer period of time is needed to meet and discuss or plan for an activity.

Concession area and use

Concession stands will work as smoothly as they are organized. Be sure to assign all students to working and cleanup times.

1. Groups are responsible for the majority of their own supplies. Student Council will inventory and replenish Pop, Water and Sports Drinks. Obtain Popcorn oil from the office to weigh the container before using it.
2. Obtain Cash box from the office and note the amount of change before beginning.
3. DO NOT run tabs for customers, save yourself the aggravation of hunting down the
money later.

4. Assign sand provide students with a list of workers/times/responsibilities.

5. Provide students with a list of items to bring if they are furnishing items for sale and when they need to be brought to the school.

6. Keep non-workers out of the sales area.

7. Clean up is a necessary part of each activity, and must take place after each use of the area. Cleanup consists of, but may not be limited to, the following:
   • Clean all tables.
   • Sweep and mop concession area and kitchen floors.
   • Clean corn popper (instructions on popper).
   • Scrub sinks and counter.
   • Double check that the concession area is clean, and items are properly stored.

8. Count and turn all Money into the Principal/AD or Superintendent to be locked in the safe for the night.

Classroom Management
Teachers should be able to handle the majority of discipline problems themselves. A trip to the office should be the last resort. If you find it necessary to send a student to the office, at a minimum email the administrators the details of why the student was sent to the office and/or accompany the student if possible.

If it becomes necessary to keep a student or students after school, you are expected to supervise them, or arrange to have another teacher supervise the student for you. If the student is involved in after-school activities, let the coach or sponsor know of the after school time punishment. Don't punish the sponsor by keeping a student from practice over a long period of time. Incidents that call for such should be referred to the administration.

Each discipline situation should be treated as an individual case. What works for one student in one situation may not work for another student or for the same student in a different situation. The adage "an ounce of prevention is worth a pound of cure" definitely rings true with regard to classroom management.

It has been said that poor classroom management skills lead to the failure of more teachers than all other factors combined. Adequate management of classroom behavior is the foundation for effective teaching. The ability of the entire staff to effectively manage their classrooms can be compared to a chain; if a student can "get away" with something with one teacher, he/she will expect to do the same with other teachers. Good classroom management is not accidental—it requires planning and practice. The administration will support the faculty in promoting a well-managed classroom. Common sense and good judgment are two musts in this area.
The following are some general suggestions to promote a well-managed classroom:

- The well prepared and planned lesson will do much to eliminate many classroom management problems.
- Be on time for class. Many problems are created when a teacher is not visible.
- The teacher should strive to know his/her students as individuals. Be sure to call students by their given names. Nicknames are okay with some but not all students so it is a better idea to use their given name unless they request you call them by their nickname.
- Be firm but kind, FROM THE BEGINNING. Let students know what you expect of them and hold them accountable to those expectations.
- Consistency in Procedures and Seating arrangements will eliminate some problems.
- Prevention is almost always easier than cure.
- Refer to other teachers as Mr., Miss, or Mrs. or even coach with their last name rather than by their first name or only by their last name.
- Acknowledge all students when they do well, compliment their successes, quietly seek to assist them when they fall short of expectations.
- Be sure the situation demands the attention you are giving it. Do not unnecessarily escalate a situation.
- Be fair and honest with students. The main thing they want is to be respected.

**Activity Calendar**

The official school calendar is maintained by the office and can be seen online at the school website. Before scheduling an activity, this calendar must be checked. All school sponsored activities or any activity using school facilities must be approved by the Activities Director and the Superintendent.

**Purchasing Items and One Card Credit Card:**

Before making any purchases a purchase order must be obtained from the office, and completed. A purchase order is not complete until it has been approved by the Superintendent. If this purchase is completed online then a print out of the invoice must also accompany the purchase order.

The One Card credit card issued to each teacher is **for school purchases only** and must receive approval from the superintendent before it is used. Any personal items purchased with this card will need to be paid back to the school either through pay deduction or personal check.

All Invoices and receipts for purchases are to be turned into the office and be supported with a completed purchase order.

**Emergency Drills**

The school district will provide regular periods of instruction in fire danger and fire prevention, and will observe State Fire Day. Fire drills shall be conducted at the times and manner required by
the State Fire Marshal. To be in compliance with the fire code, there are to be nine fire evacuation exercises, two tornado drills, and two lockdown drills conducted each school year.

The frequency of fire drills shall be as follows:

- at a sufficient frequency to familiarize occupants with the drill procedure as a matter of routine;
- every month in each school building in which the facility is in session;
- subject to the exception that a monthly drill may be deferred in months of severe weather; provided that the required number of annual drills is achieved and not fewer than four are conducted before the drills are deferred; and
- one additional drill shall be conducted within the first 30 days of a school year.

The manner of conducting fire drills is as follows:

- emphasis shall be on conducting an orderly evacuation rather than conducting it speedily;
- under varying conditions and at expected and unexpected times;
- participants shall relocate to a predetermined location and remain there until recalled or dismissed; and
- all emergency and relocation drill alarms shall be sounded.

**Community Relations and Communication**

All teachers are encouraged to become active members of the community. Active participation in community affairs and organizations can be very effective in raising the image and position of our teachers in the community. Teachers, as educated individuals, have much to offer to community affairs and organizations. Your actions and activities in these matters should be governed by your position as a teacher, but more so by your position as a well-rounded citizen. You are encouraged to get to know your patrons and the community, but not so well that you may risk compromising confidential information.

The community is also within the school as well as outside the school. Your relationship with your fellow staff members as well as student can make the culture in the school community positive or negative. All communication with colleagues and students should be kept on a professional level. Teacher should be supportive of each other and the overall program offered at the school. We all may not be best of friends but we can all work together to offer our students the best educational opportunities we can give them. We can support the efforts of each other in the completion of the complex task of teaching students.

We should not talk about school affairs in a manner unfavorable toward the school, its students, its employees, or board of education. We should not air personal affairs with a student. If you have a personal matter of concern, please use the "chain of command"--first discuss the matter with the administration; the matter can then be taken to the board of education if not able to be resolved by the administration.
Staff Signature Page

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

_____________________________  _____________________
Signature      Date

Acceptable Computer Use
I acknowledge that I have received a copy of the Acceptable use of computers policy. I understand that I am required to abide by the terms of the policy.

_____________________________  _____________________
Signature      Date

Receipt of Handbook
I acknowledge that I have received a copy of The Arthur County Schools Teacher Handbook. I agree to abide by the conditions stated herein.

_____________________________  _____________________
Signature      Date
Americanism Pledge

PLEASE NOTE – **YOU ARE NOT REQUIRED TO SIGN THIS PLEDGE.** IT IS INCLUDED IN THIS HANDBOOK AS AN FYI ITEM FOR YOU. THIS STATUTE IS STILL ON THE BOOKS, BUT THERE IS SOME CONFUSION AS TO ITS ENFORCABILITY AND WHETHER OR NOT IT SHOULD BE REPEALED. You may sign if you wish, but it will not be required of you to sign as a condition of employment at Arthur County Schools.

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

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

I acknowledge it to be my duty to inculcate in the hearts and minds of all pupils in my care, so far as it is in my power to do,

(1) an understanding of the United States Constitution and of the Constitution of Nebraska,

(2) a knowledge of the history of the nation and of the sacrifices that have been made in order that it might achieve its present greatness,

(3) a love and devotion to the policies and institutions that have made America the finest country in the world in which to live, and

(4) opposition to all organizations and activities that would destroy our present form of government.

Signature of Teacher __________________________

Date: _____________________

§79-8,108. Teachers and employees; pledge; form.
References
Board Policy 4000 series – Employment and Staff

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4005.................................................. Communication between Board and Employees
4006.......................................................... Insurance
4007.......................................................... Personnel Records
4008.......................................................... Outside Employment
4009.................................................. Restrictions on Employees Receiving Gratuities
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Conflict of Interest
Reporting Child Abuse or Neglect
Resignation of Certificated Staff
Confidentiality in Counseling and Guidance