

Hemingford Public Schools – District 10

P.O. Box 217
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(308) 487-3328

<http://www.hemingfordschools.org>

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**Personnel
Goals and Objectives**

401

Through its personnel policies, the board wishes to establish conditions that will attract and hold the highest qualified personnel for all positions who will devote themselves to the education and welfare of the students.

Provisions for the implementation of adopted personnel policies should include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected, may voice their opinions.

To keep its personnel policies, and the corresponding administrative regulations, in the highest state of effectiveness to achieve the above purposes, the superintendent is directed to establish the procedures needed.

Adopted: March 13, 2000
Amended:

Personnel
Drug and Alcohol-Free Workplace

402

Hemingford School District #10 is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the District unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

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

DEFINITIONS

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

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

As used herein, the term "school premises" shall mean any property whether owned, leased, or in other manner under the control of the Board of Education of the District.

As used herein, the phrase "as a part of any of the school's activities" shall mean any activity or enterprise carried out in whole or in part under the auspices of the District.

Adopted: March 13, 2000
Reviewed:

Personnel

Drug and Alcohol-Free Workplace Procedures

402.01

1. All employees and each new employee will receive a copy of this policy.
2. Each employee will acknowledge receipt of this policy and will sign such form acknowledging receipt and acknowledging the District's policy of absolutely prohibiting conduct as set forth in this policy, and further acknowledging that serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution for any failure to comply with the above stated standards of conduct and further acknowledging that such compliance is mandatory, and further acknowledging that this policy is adopted pursuant to P.L. 101-226, 34CFR, Part 86, and other applicable statutes. This will further acknowledge that failure to comply with such federal requirements may put the District's receipt of federal funds in jeopardy.
3. In the event the employee does not understand the terms and conditions of this policy, it shall be the duty of the employee to ask for such points of clarification of the Superintendent of Schools or his designee at the time this policy is distributed to the employee. If no question is directed by an employee to the Superintendent of Schools or his designee, it shall be the legal position of the District to presume that the employee has understood and will abide by this policy.
4. In the event of any noncompliance by any employee with this policy, it shall be the duty of the Superintendent of Schools or his designee to inform any employee not in compliance about any drug and alcohol counseling and rehabilitation and reentry programs that are available to employees within seventy-five (75) miles of the administrative offices of the District. If no such programs are available within 75 miles, then such other programs as may exist in the State of Nebraska shall be make known to such employee. The Superintendent or his designee shall maintain a list of such available services and shall from time to time update this list.

Adopted: March 13, 2000

Reviewed:

Personnel

Drug and Alcohol-Free Workplace Procedures

402.01

(Continued)

5. The Superintendent or his or her designee may impose sanctions on which an employee for noncompliance with this policy. Those sanctions shall be determined on a case-by-case basis, in the sole discretion of the Superintendent or his or her designee, and may include any one or more of the following:

- a. an oral reprimand.
- b. A written reprimand.
- c. Suspension with pay.
- d. Suspension without pay.
- e. Termination of employment.
- f. Cancellation of employment.
- g. Non-renewal of employment.
- h. Referral to appropriate authorities for criminal prosecution.
- i. Mandatory enrollment in in-patient care or otherwise as a term and condition to any continuing employment by the District.
- j. Mandatory enrollment in any training programs that are or may be provided by the District or others relating to any of the activities prohibited by this policy.

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

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

Adopted: March 13, 2000

Reviewed:

Personnel

Drug and Alcohol-Free Workplace Procedures

402.01

(Continued)

8. As an alternative to discipline or as a concurrent requirement to the disciplinary action less severe than the maximum disciplinary action that may be carried out against an employee as referred to in the immediately preceding paragraph, the District, by and through its Superintendent or his designee, may require the employee to successfully finish a drug abuse program. As used herein, the term “drug abuse program” shall mean a drug abuse program sponsored by an approved private or governmental institution. The Superintendent or his designee may require the employee to provide the Superintendent or his designee written documentation satisfactory to the Superintendent or his designee that the employee has successfully finished such program. If aftercare is recommended by such institution, then the Superintendent or his designee in his sole discretion may require an employee to enroll in such aftercare program and to participate in a manner satisfactory to the provider of such aftercare program. The Superintendent or his designee may require an employee to participate in aftercare in the same manner and under the same terms as may be required by the Superintendent or his designee. The Superintendent or his designee may require ongoing reporting of such participation as a term and condition of continuing employment of such employee by the District.

9. It shall be the policy of the District to require an employee who has been charged or convicted of a violation of any statute as herein above referred to in this policy to report such charge or conviction to the Superintendent or his designee. Any information received pursuant to this policy may be used in any lawful manner. Any employee having concerns about an admission here under constituting self-incrimination shall bear the burden of seeking his or her own legal advice regarding any such potential self-incrimination.

Adopted: March 13, 2000

Reviewed:

Personnel

Drug/Alcohol-Free - Employee Sign Form

402.02

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

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

Dated this _____ day of _____, 199__

Signature of Employee

Adopted: March 13, 2000

Reviewed:

Hemingford Public Schools – District 10

Personnel

Nondiscrimination in Employment -STATEMENT

402.03

Applicants for admission and employment, students, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the Hemingford Public School District #10, are hereby notified that this District does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its programs and activities.

Any person having inquiries concerning this district's compliance with the regulations implementing Title VI, Title IX, Americans with Disability Act, or Section 504 of the Rehabilitation Act of 1973, is directed to contact:

Superintendent
Hemingford School District #10
911 Niobrara PO Box 217
Hemingford, NE 69348
Phone: (308) 487-3328

Adopted: March 13, 2000

Reviewed:

Personnel

Complaints Concerning Discrimination

402.04

Nondiscrimination: The condition or privileges of employment in this school district, including the wages, hours, terms and benefits, shall be applied without regard to race, color, religious creed, age, marital status, national origin, sex, ancestry, residence, present or past history of mental disorder, mental retardation, pregnancy, or physical disability, except in the case of a bona fide occupational qualification or need. Thereby, the Board of Education seeks to extend the advantages of public education with full equality of educational opportunity to all pupils and personnel. Neither the Board nor any employee nor any other person may aid or compel the performance of an unfair labor practice as defined by law.

Harassment: No member of the Board or any agent of the Board or any agent of any employee organization may harass any employee, or person seeking employment, or member on the basis of sex. “Sexual harassment” as defined by law includes any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature affecting a person’s employment, continuity of employment, or work performance or creating an offensive working environment.

Discipline: No employee or adult education staff member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

Association membership: No employee shall suffer any professional disadvantage by reason of the employee’s membership in an employee association or participation in its lawful activities.

Adopted: March 13, 2000

Reviewed:

Hemingford Public Schools – District 10

Personnel

Complaints Concerning Discrimination,

402.04

(Continued)

Grievances: No employee, employee association representative, member of any employee organization or any other participant in a grievance procedure shall suffer reprisals in any way or suffer any professional disadvantage by reason of his or her being opposed to any unfair employment practice or because of his or her participation in the processing of any grievance. The Superintendent will provide procedures for alleged violations of board policies, of administrative regulations, of unfair employment practices, and school system operations in general when not otherwise covered in employee organization agreements.

Nondiscrimination: The elementary principal has been named director of compliance with Title IX. The telephone number of the director is (308) 487-3330. All concerns, complaints and questions regarding Title IX shall be directed to this person:

Elementary Principal
Hemingford Public School
PO Box 217, Hemingford NE 69348

Adopted: March 13, 2000

Reviewed:

Personnel

Complaints Concerning Discrimination

402.05

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

I. Definitions

A. Grievance: Grievance means a complaint alleging any action, policy, procedure or practice which would be prohibited by Title IX.

B. Title IX: Title IX means Title IX of the Education Amendments of 1972, the 1980 implementing regulation, and any memoranda, directives, guidelines or subsequent legislation that may be issued or enacted.

C. Grievant: Grievant means a student or employee of Hemingford Public School District #10 who submits a grievance relevant to Title IX or an individual or group submitting a grievance in behalf of a student(s) or employee(s).

D. Hemingford Public School District #10: Any reference to Hemingford Public School District #10 means any school, department, subunit or program operated by Hemingford Public School District #10.

E. Title IX Coordinator: Title IX coordinator means the employee(s) designated to coordinate Hemingford Public School District #10's efforts to comply with and carry out its responsibilities under Title IX and the Title IX implementing regulation.

F. Respondent: Respondent means a person alleged to be responsible, or who may be responsible for the Title IX violation alleged in a grievance. The term may be used to designate persons with direct responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the grievance.

G. Hearing Officer: Hearing officer means the representative(s) of Hemingford Public School District #10 or of its governing body who is delegated authority for hearing/resolving a grievance at a specified level of grievance processing.

H. Grievance Answer: Grievance answer means the written statement of the respondent regarding the grievance allegation and possible corrective action.

I. Grievance Decision: Grievance decision means the written statement of a hearing officer of his/her findings regarding the validity of the grievance allegation and the corrective action to be taken.

J. Day: Day means a working day; the calculation of days in grievance processing shall exclude Saturdays, Sundays and holidays.

K. Corrective Action: Corrective action means action which is taken by Hemingford Public School District #10 to eliminate or modify any policy, procedure or practice found to be in violation of Title IX and/or to provide redress to any grievant injured by the identified violation.

Adopted: March 13, 2000

Reviewed:

Personnel - General Complaints Concerning Discrimination
(Continued)

402.05

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

II. Filing of Grievances

A. Eligibility for Filing: Any student or employee, or any individual or group acting in behalf of a student or employee may file any grievance with the Title IX coordinator.

B. Pre-grievance Meetings: Prior to the filing of a written grievance, the grievant(s) may request a pre-grievance meeting with the respondent alleged to be directly responsible for the Title IX violation and/or persons with immediate supervisory authority related to the grievance. These persons shall make reasonable efforts to meet with any student/or employee to discuss Title IX matters that the students or employees may wish to bring to their attention. Such a pre-grievance meeting shall be at the option of the grievant(s); it shall not be a precondition for the submission of a written grievance.

C. Grievance Filing: Grievances filed with the Title IX coordinator shall be in writing and provide the following information: name and address of grievant(s); nature and date of alleged violation; names of persons responsible for the alleged violation (where known); requested relief or corrective action (specification of desired relief shall be the option of the grievant); and any background information the grievant believes to be relevant (e.g., names of other persons affected by the violation, etc.).

D. Grievance Forms: A grievance form shall be prepared by the Title IX coordinator to facilitate the filing of the grievance. These forms may be obtained from the Title IX coordinator. The grievant shall have the right to request assistance from the Title IX coordinator's office, or any other individual, group, or organization, to assist in the preparation of the form or in the filing of the grievance.

E. Time Limit for Grievance Filing: A grievance must be filed within 60 days of the occurrence of the alleged Title IX violation.

Adopted: March 13, 2000
Reviewed:

Personnel

Complaints Concerning Discrimination,
(Continued)

402.05

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

III. Initial Processing of Grievances

A. Notification of Respondents: Within five days of the filing of a grievance, the Title IX coordinator shall notify the respondent(s) of the grievance and of her/his responsibility for submission of a written grievance answer within five days after receipt of the grievance notification.

B. Respondent's Grievance Answer: The respondent(s) receiving a copy of a grievance shall, within ten days, submit a written grievance answer to the grievant and the Title IX coordinator. Such answer shall 1) confirm or deny each fact alleged in the grievance; 2) indicate the extent to which the grievance has merit; and 3) indicate acceptance or rejection of any desired redress specified by the grievant, or outline an alternative proposal for redress.

C. Referral to Hearing Officer: Within five days after receipt of the respondent's written grievance answer, the Title IX coordinator shall refer the grievance and the grievance answer to the hearing officer. If no grievance answer has been received on the fifth day after notification of the respondent and his/her immediate supervisor. If no grievance answer has been received within five days after issuance of this notice, the Title IX coordinator shall refer the grievance to the appropriate hearing officer with a notice of non-response. A notice of non-response shall also be sent to the grievant.

Adopted: March 13, 2000

Reviewed:

Personnel

Complaints Concerning Discrimination

402.05

(Continued)

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels

A. All grievances will begin processing at Level I unless referred to Level II or III by the Title IX coordinator. The Title IX coordinator will determine the appropriate processing level. If the grievance is referred to Level II or III for first processions, the Title IX coordinator shall briefly state the reason's for this decision in the referral.

B. Level I: 1. Level I hearing officer: The hearing officer serving in all Level I grievance activities shall be the secondary school principal or his/her designee. If the secondary principal is the respondent, the Title IX coordinator shall assign an alternate hearing officer or refer the investigation directly to Level II.

2. Written grievance decision by Level I hearing officer: When a grievance and grievance answer (or notice of non-response) are referred to Level I for first processing , the Level I hearing officer shall, within ten days of referral, conduct an initial investigation and submit a written grievance decision to the grievant, the respondent, and the Title IX coordinator. The decision shall: 1) confirm or deny each fact alleged in the grievance and in the respondent's answer; 2) indicate the extent to which the grievance has merit; 3) indicate acceptance or rejection of any redress specified by the grievant or respondent, or 4) indicate that the hearing officer will conduct an informal hearing on the grievance before rendering a decision.

3. Response to written grievance decision by grievant and respondent-request for informal Level I hearing: If the decision is not accepted by either the grievant or the respondent, he or she shall so notify the Title IX coordinator in writing within five days of the receipt of the grievance decision, and state his/her request for a Level I informal hearing. If, within five days of the issuance of the written grievance decision, no written request for an informal Level I hearing has been received from either the grievant or the respondent by the Title IX coordinator, any corrective action specified in the decision shall be taken, and the grievance shall be considered closed.

4. Nature of a Level I informal hearing: A Level I informal hearing shall be conducted in two circumstances:

a. The Level I hearing officer determines, after conducting an initial investigation, that the information is insufficient to permit the rendering of a grievance decision; or

b. Either the grievant or the respondent is dissatisfied with the written grievance decision of the Level I hearing officer. Its purpose shall be to encourage free and informal discussion of grievance issues between the grievant, the respondent, and the Level I hearing officer.

Adopted: March 13, 2000

Reviewed:

Personnel

Complaints Concerning Discrimination

402.05

(Continued)

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels (Cont)

5. Scheduling of Level I informal hearing: A Level I informal hearing shall be scheduled by the Title IX coordinator within five days of the receipt of a request for such hearing from the grievant, the respondent, or the Level I hearing officer. The Title IX coordinator (or the designated representative) shall schedule the hearing at a time and place acceptable to all parties, not to exceed ten days after the receipt of a request for such a hearing.

6. Persons present at the informal hearing: Persons present at the informal hearing shall include the grievant, the respondent, and any individual requested by either party to provide assistance relevant to consideration of the grievance and the Level I hearing officer. The Title IX coordinator shall be present to act as moderator if requested by the Level I hearing officer.

7. Procedures governing the conduct of the Level I informal hearing: Any procedures established to govern the conduct of the Level I informal hearing shall be at the discretion of the Title IX coordinator.

8. Level I informal hearing decision: Within five days after the informal hearing, the Level I hearing officer shall issue a written hearing decision which includes a statement regarding the validity of the grievance allegation, and a specification of any corrective action to be taken. This decision shall specify the reasons on which the decision is based. Copies of the decision shall be sent to the grievant, the respondent and the Title IX coordinator.

9. Continued discussions: In the event that the grievance cannot be adequately discussed or resolved during the course of the informal hearing, the respondent and the hearing officer may agree to continue the informal hearing at a time and place acceptable to all parties. In this event the written decision shall not be required until five days after the final informal hearing.

10. Acceptance or rejection of hearing decision by the grievant: If the grievant rejects the Level I hearing decision, he/she shall, within ten days of the receipt of the hearing decision, notify the Title IX coordinator of his/her intent to appeal the grievance to Level II. This notification shall be in writing. If no such notification is received by the Title IX coordinator within this time period, any corrective action specified in the hearing decision shall be taken, and the grievance will be recorded as closed by the Title IX coordinator.

Adopted: March 13, 2000

Reviewed:

Personnel

Complaints Concerning Discrimination

402.05

(Continued)

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels)

11. No written decision by Level I hearing officer: In the event that no written decision is issued by the Level I hearing officer within five days after the Level I informal hearing, the Title IX coordinator shall, on the fifth day, send a notice of non-response to the Level I hearing officer and to his/her immediate supervisor. If no response is received by the tenth day following the Level I hearing, the grievance shall be immediately referred by the Title IX coordinator for processing at Level II. This referral shall consist of the scheduling of a time and place for a Level II hearing, and notification of the grievant, the respondent and the Level II hearing officer.

C. Level II:

1. Level II hearing officer: The officer serving in all Level II grievance activities shall be the Superintendent of Hemingford Public School District #10 or his/her designee.

2. Nature of a Level II hearing: A Level II hearing shall be conducted in three circumstances:

a. A grievant is not satisfied with the decision rendered in a Level I hearing and appeals the grievance to the Level II by means of written notification to the Title IX coordinator within ten days of the receipt of the Level I hearing decision;

b. No written Level I hearing decision is issued by the Level I hearing officer within ten days after the completion of the Level I hearing, and the grievance is immediately referred by the Title IX coordinator for processing at Level II; or

c. The grievance involves policies, procedures, or practices which are general throughout the institution/agency and is referred by the Title IX coordinator (or designated grievance representative) for first processing at Level II, with a written statement regarding the potential pervasiveness of the grievance and the numbers and roles of affected persons.

3. Scheduling of a Level II hearing; notification of participants: The Title IX coordinator shall arrange a date for Level II hearing and notify the grievant, the respondent, and the Level II hearing officer of the time, place and minimum duration of the hearing. The hearing shall be held within ten days after appeal/referral of the grievance to Level II. If any written materials or records relevant to the grievance are transmitted to the Level II hearing officer by the Title IX coordinator at the time of the notification, copies of these materials shall also be transmitted to the grievant and the respondent.

Adopted: March 13, 2000

Reviewed:

Personnel

Complaints Concerning Discrimination

402.05

(Continued)

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels (Cont)

4. Persons present at the Level II hearing: Persons present at the informal hearing shall include the grievant, the respondent, any representative(s) of either the grievant or the respondent, any individual request by either party to provide information relevant to the evaluation of the grievance and the Level II hearing officer. The Title IX coordinator (or designated representative) shall be present to act as moderator and recorder. Hearings shall not be open to other persons unless requested or approved by the grievant.

5. Procedures governing the conduct of the Level II hearing:

a. Duration: No hearing shall be less than three hours long, unless all parties consent to a shorter hearing.

b. Time allocations: The time established for the duration of the hearing shall be allocated in equal parts to the grievant and the respondent. The Title IX coordinator shall moderate the usage of time. Time utilized in hearing and responding to any questions posed by the hearing officer shall not be charged against the time allocation of either party.

c. Grievance witnesses: Both the grievant and the respondent shall have the right to present such witnesses as they deem necessary to develop the facts pertinent to the grievance.

d. Questioning of witnesses: Formal rules of evidence shall not be applied at the Level II grievance hearing. The grievant and respondent shall have the right to use their allocated time to ask questions of any person participating in the hearing.

6. Level II hearing decision: Within five days after the Level II hearing, the Level II hearing officer shall issue a written decision which includes a statement regarding the validity of the grievance allegation and a specification of any corrective action to be taken. This decision shall specify the reasons on which the decision is based. Copies of the decision shall be sent to the grievant, the respondent, and the Title IX coordinator.

7. Acceptance or rejection of hearing decision by the grievant: If the grievant rejects the Level II hearing decision, he/she shall, within ten days of the receipt of the hearing decision, notify the Title IX coordinator of his/her intent to appeal the grievance to Level III. This notification shall be in writing. If no such notification is received by the Title IX coordinator within this time period, any corrective action specified in the Level II hearing decision shall be taken, and the grievance will be recorded as closed by the Title IX Coordinator.

Adopted: March 13, 2000

Reviewed:

Personnel

Complaints Concerning Discrimination

402.05

(Continued)

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels (Cont)

8. No written decision by Level II hearing officer: In the event that no written decision is issued by the Level II hearing officer within five days after the Level II hearing, the title IX coordinator shall, on the fifth day, send a notice of non-response to the Level II hearing officer and to her/his immediate supervisor. If no response is received by the tenth day following the Level II hearing, the grievance shall be immediately referred by the Title IX coordinator for processing at Level III. This referral shall consist of a formal notification of the governing board of Hemingford Public School District #10 or its designated representative regarding the appeal of the grievance and a request for determination by the board of the form of Level III processing to be utilized.

D. Level III:

1. Level III hearing officer(s): The hearing officer(s) serving in all Level III activities shall be the governing board of Hemingford Public School District #10 or a representative designated by the board. For purposes of actual grievance hearing, the governing board may delegate authority to a hearing panel established by the board for this purpose.

2. Nature of a Level III hearing: A Level III hearing shall be conducted in three circumstances:

a. A grievant is not satisfied with the decision rendered in a Level II grievance hearing and appeals the grievance to Level III by means of written notification to the Title IX coordinator within ten days of the receipt of the Level II hearing decision;

b. No written Level II hearing decision is issued by the Level II hearing officer within ten days after the completion of the Level II hearing, and the grievance is immediately referred by the Title IX coordinator for processing at Level III; or

c. The grievance involves policies, procedures or practices for which the governing board has primary responsibility and is referred by the Title IX coordinator for first processing at Level III, with a written statement regarding board responsibility for the policies, procedures, or practices alleged to be in violation of Title IX.

Adopted: March 13, 2000

Reviewed:

Personnel

Complaints Concerning Discrimination

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TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels (Cont)

3. Alternatives for Level III grievance hearings: For any grievance referred for hearing at Level III, there shall be three alternative methods of grievance processing:
 - a. The grievance hearing may be conducted by the governing board in its entirety;
 - b. The grievance hearing may be conducted by a subgroup of at least three members of the governing board; or
 - c. The grievance hearing may be conducted by a hearing panel established by the board for that purpose, consisting of not fewer than five persons. This method may be requested by the grievant in writing at the time of appeal/ referral of the grievance to Level III processing.

The governing board shall establish and publish criteria relative to the determination of the method of processing to be used for a particular grievance.

4. Determination of method of processing at Level III: The determination of the method to be used for the processing of any particular grievance shall be made by the Title IX coordinator on the basis of the criteria established by the governing board, unless a request for processing by the hearing panel is specified by the grievant in his/her grievance/appeal. Such determination shall be made within five days after referral of the grievance for Level III processing, at which time the appropriate first step for the method selected shall occur.

5. Grievance hearings conducted by the governing board or its subunit - schedule of implementation activities: If it is determined that the Level III hearing shall be conducted by the governing board or its subunit, processing activities shall occur on the following schedule:

- a. Scheduling of the hearing: The Title IX coordinator shall arrange a date for the Level III hearing and notify the grievant, the respondent and the Level III hearing officer(s) of the time, place and minimum duration of the hearing. This shall be accomplished no later than five days after the appeal/referral of the grievance to Level III for determination of the processing method to be used. If any written materials or records relevant to the grievance are transmitted to the governing board by the Title IX coordinator at the time of notification, copies of these materials shall also be transmitted to the grievant and to the respondent.

Adopted: March 13, 2000

Reviewed:

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TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels (Cont)

b. Conducting the hearing: The hearing shall be scheduled for and conducted on a date not to exceed fifteen days after the appeal/referral of the grievance to Level III.

c. Issuance of final hearing decision: The board or its subunit shall issue a written decision regarding the validity of the grievance and any corrective action to be taken within ten days after the Level III hearing.

6. Grievance hearings conducted by a hearing panel - schedule of implementation activities: If it is determined that the Level III hearing shall be by a hearing panel established by the governing board, processing activities shall occur on the following schedule:

a. Referral of grievance to hearing panel - submission of names of possible panel members to governing board for selection: The Title IX coordinator shall make formal notification to the board of the referral of a grievance for hearing panel processing at Level III. This shall occur no later than five days after the appeal/referral of the grievance to Level III. At the time of this notification, the Title IX coordinator shall submit to the board a list of names of possible hearing panel members.

b. Designation of hearing panel members by governing board - notification of grievant and respondent regarding designees by the Title IX coordinator: The members of the panel shall be designated by the governing board or an authorized representative on the basis of criteria specified by the Title IX coordinator. These criteria shall include such factors as representation of the various constituencies of Hemingford Public School District #10, male/female, and racial/ethnic representation, knowledge of the particular grievance area, etc. The governing board shall select a total of not less than ten names of potential panel members. The grievant and the respondent shall be notified of the names of the first five designees within ten days after the referral of the grievance to Level III. The grievant and the respondent shall be permitted to challenge not more than three of the panel member's names; such challenges shall be submitted in writing to the Title IX coordinator within two days after notification. If such challenge is made by either party, the protested person(s) shall be replaced by the next person(s) named on the list of designees. Before serving on the hearing panel, each member shall participate in an orientation session provided by the Title IX coordinator or his/her designated representative. There shall be no limitation placed on the number of times that an individual may serve as a panel member.

Adopted: March 13, 2000

Reviewed:

Personnel

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TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels (Cont)

c. Scheduling of the hearing: The Title IX coordinator shall arrange a date for the Level III hearing and notify the grievant, the respondent and the designated panel members of the time, place and minimum duration of the hearing. This shall be accomplished no later than ten days after the referral of the grievance to Level III. If any written materials or records relevant to the grievance are transmitted to the panel members by the Title IX coordinator at the time of notification, copies of these materials shall also be transmitted to the grievant and to the respondent. If any of the first five designated panel members are unable to serve on the date scheduled for the hearing, they shall be replaced by the persons whose names appear on the original list of ten designees.

d. Conducting of the hearing: The hearing shall be scheduled for and conducted on a date not to exceed twenty days after the appeal/referral of the grievance to Level III.

e. Submission of panel recommendations to the governing board: The hearing panel shall make a written notification of its findings to the governing board or its representative within ten days after the Level III hearing. These findings shall include the panel's determination regarding the validity of the grievance and its recommendations for any necessary corrective action, as well as a statement of the reasons on which the findings have been based. Copies of the findings shall be sent to the board, the grievant, the respondent and the Title IX coordinator. All findings and recommendations of the hearing panel shall be determined by majority vote. The procedural steps to be followed during deliberations shall be determined by the hearing panel.

f. Issuance of final decision: The governing board or its authorized representative(s) shall consider the recommendations of the hearing panel and issue a final decision regarding the validity of the grievance and any corrective action to be taken within ten days after the receipts of the findings of the hearing panel.

7. Persons present at the Level III hearing: Persons present at the Level III hearing shall include the grievant, the respondent, any representative(s) of either the grievant or the respondent, any individual requested by either party to provide information relevant to the evaluation of the grievance, and those members of the governing board or hearing panel responsible for hearing the grievance. The Title IX coordinator (or designated representative) shall be present to act as recorder. Hearings shall not be open to the other persons unless requested or approved by the grievant.

Adopted: March 13, 2000

Reviewed:

Personnel

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(Continued)

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels (Cont)

8. Procedures governing the conduct of the Level III hearing: The specification of detailed procedures for the conduct of the Level III hearings shall be the option of the governing board. General procedures guiding the conduct of Level III hearings shall be, for the most part, similar to those used at Level II.

a. Duration: The governing board (or its subunit) or the designated hearing panel shall determine the duration of the hearing. No Level III grievance hearing shall be less than three hours unless all parties consent to a shorter hearing.

b. Time allocations: The time established for the duration of the hearing shall be allocated in equal parts to the grievant and the respondent. Usage of time shall be moderated by the person designated by the board or hearing panel to perform this function.

c. Grievance witnesses: Both the grievant and the respondent shall have the right to present such witnesses as they deem necessary to develop the facts pertinent to the grievance.

d. Questioning of witnesses: Formal rules of evidence shall not be applied at the Level III grievance hearing. The grievant and respondent shall have the right to use their allocated time to ask questions of any person participating in the hearing.

e. Introduction of new information: During the hearing of a grievance appealed from Level II, neither party shall be permitted to introduce information not presented at the Level II hearing, unless he/she can show cause as to why it was not introduced at Level II.

f. Moderation of Level III hearings: The governing board (or its subunit) or the panel responsible for grievance hearing shall designate a member who shall moderate the Level III hearing to ensure its compliance with all procedural requirements.

Adopted: March 13, 2000

Reviewed:

Hemingford Public Schools – District 10

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TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels (Cont)

9. Level III hearing decision: The governing board of Hemingford Public School District #10 shall issue a written decision which includes a statement regarding the validity of the grievance allegation and a specification of any corrective action to be taken. This decision shall constitute the final decision issued pursuant to any grievance.

If the Level III hearing was conducted by the governing board itself or by its subunit, the decision shall be issued within ten days after such hearing.

If the Level III hearing was conducted by a hearing panel, the decision shall be issued within ten days after receipt of the findings and recommendations of the hearing panel by the governing board. If the governing board rejects the findings and recommendations of the hearing panel, its decision shall include a statement of its reasons for such rejection, stated in detail.

Copies of the decision shall be sent to the grievant, the respondent, the Title IX coordinator and the Superintendent of Hemingford Public School District #10.

All Level III hearing decisions shall be based on a majority vote by the governing board or its designated subunit. Any board member in disagreement with the majority shall have the option to prepare a dissenting opinion for inclusion within the final decision.

In the case of grievances processed by a Level III hearing panel, the governing board may delegate authority for review/approval of panel recommendations to one member or representative. If a recommendation for rejection of panel recommendations is made by this member or representative, all records shall be transmitted to the governing board, which must approve the rejection by a vote of the majority.

Adopted: March 13, 2000

Reviewed:

Personnel – General
Complaints Concerning Discrimination
(Continued)

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TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. Grievance Processing Levels (Cont.)

V. Grievance Appeals

A. Grievant Rights: If a grievant is dissatisfied with the grievance decision received at Levels I or II, he/she may appeal the grievance to the next level. Such an appeal shall be made in writing to the Title IX coordinator within ten days of the receipt of the unsatisfactory decision.

B. Notification of Rights of Appeal: Upon receipt of the grievance decision from the Level I or Level II hearing officer, the Title IX coordinator shall make written notification to the grievant of his/her right to appeal and of the procedure and deadline for submission of such an appeal.

VI. General Provisions

A. Time Calculations and Extension:

1. Calculation of time: Saturdays, Sundays and holidays shall be disregarded in calculating time periods specified in this grievance procedure.
2. Extension of time: Any time limits set by this procedure may be extended by mutual consent of the grievant(s) and the respondent(s).

B. Grievant Right to Information: A grievant(s) may request access to information and records in the possession of the agency/institution which may bear upon the validity of the grievance. If such requested information requires an unreasonable expenditure of resources by the agency/institution, such request may be refused provided that the information is not submitted as evidence by the respondent(s), and that this refusal is considered during the grievance hearing. In order to protect the privacy of persons not directly involved in the grievance proceeding, the institution shall reserve the right to expunge names and any identifying information not directly relevant to the substance of the grievance from any information or records supplied to the grievant.

Adopted: March 13, 2000
Reviewed:

Personnel – General
Complaints Concerning Discrimination
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TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. General Provisions (Cont)

C. Grievant Right to Representation and Assistance:

1. Right to representation: The grievant(s) has the right to be represented by knowledgeable persons, organization, or groups of his/her selection at any point during the initiation, filing, or processing of the grievance. The Title IX coordinator shall provide help in identifying such knowledgeable persons or groups.

2. Right to assistance: The institution/agency shall provide assistance to grievant, including access to copies of the Title IX regulation, related guidelines, memoranda, and other relevant materials supplied the institution by the federal government as well as access to public grievance records. In addition, the Title IX coordinator designated representatives shall provide consultation and assistance in the interpretation of such information and the use of this grievance procedure.

D. Training of Grievance Hearing Officers: All persons designated as grievance hearing officers shall receive training regarding Title IX regulatory requirements and nondiscrimination precedents, and the basic principles and operation of this grievance procedure. This training shall be arranged by the Title IX coordinator. The Title IX coordinator shall also provide continuing consultation to hearing officers regarding Title IX requirements and the implementation of this procedure.

E. Confidentiality of Grievance Handling:

1. Confidentiality of proceedings: The grievant(s) shall determine whether any grievance hearing or other grievance procedure shall be open to the public or open only to participants.

2. Confidentiality of file records: A grievant(s) shall have the right to determine whether or not his/her grievance record shall be open or closed to the public. Should the grievant decide that the grievance record shall be open to the public, he/she shall have the additional right to have any matter which directly or indirectly identifies the grievant removed from all grievance records or documents open to the public. No record of the grievance shall be entered in the personal file of any student or employee.

Adopted: March 13, 2000
Reviewed:

Personnel – General
Complaints Concerning Discrimination
(Continued)

402.05

TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE

IV. General Provisions (Cont)

F. Maintenance of Grievance Records:

1. Recording of grievance hearings:

a. Grievant rights: Any grievant may, at his/her expense, record any grievance hearing or proceeding on a tape recorder or similar device.

b. Institution/agency responsibility: Level II and Level III grievance hearings shall be recorded on recording devices supplied by the Title IX coordinator. Such recordings shall be made available to the grievant(s) and the respondent(s) at their request. Such recordings shall be maintained for a period of three years after resolution of the grievance.

2. Maintenance of written grievance records:

a. Confidential grievance files: Records shall be kept of each grievance. These shall include, at minimum: the name of the grievant and his/her position in Hemingford Public School District #10; the date of grievance filing; the specific allegation made in the grievance and any corrective action requested; the names of respondents; the levels of processing and the resolution, date, and hearing officer(s) at each level; a summary of major points, facts and evidence presented by each party to the grievance; and statement of the final resolution and the nature and date of any corrective action taken. Such records shall be maintained on a confidential basis unless otherwise specified by the grievant.

b. Public grievance files: For purposes of the dissemination of grievance precedents, separate file records shall be kept which indicate only the subject matter of each grievance, the resolution of each grievance, and the date of the resolution. These records shall not refer to any specific individuals and they shall be open to the public.

c. Duration of maintenance of written grievance records: All written grievance records shall be maintained for a minimum of three years after grievance resolution.

G. Prohibition of Harassment: No person shall be subject to discharge, suspension, discipline, harassment or any form of discrimination for having utilized or having assisted others in the utilization of the grievance process.

H. Role of the Title IX Coordinator: It is the primary responsibility of the Title IX coordinator to ensure the effective installation, maintenance, processing, record keeping and notification required by the grievance procedure.

I. Financial Responsibility for Grievance Processing: All costs involved in the administration of this grievance procedure shall be assumed by Hemingford Public School District #10.

Adopted: March 13, 2000

Reviewed:

Social Security Numbers

402.06

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

1. Legal Mandates. Compliance with state or federal laws, rules, or regulations.
2. Internal Administration. Internal administrative purposes, including provision of employee social security numbers to third parties for such purposes as administration of personnel benefits and employment screening and staffing. However, the internal administrative uses shall not permit use of employee social security numbers:
 - a. As an identification number for occupational licensing.
 - b. As an identification number for dm testing purposes except when required by state or federal law.
 - c. As an identification number for District meetings.
 - d. In files with unrestricted access within the District.
 - e. In files accessible by any temporary employee unless the temporary employee is bonded or insured under a blanket corporate surety bond or equivalent commercial insurance.
 - f. For posting any type of District information.
3. Voluntary transactions. Commercial transactions freely and voluntarily entered into by the employee with the District for the purchase of goods or services.

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

1. Public Posting or Display. Any public posting or display available to the general public or to an employee's coworkers.
2. Internet Transmission. Transmission over the Internet unless the connection is secure or the information is encrypted.
3. Internet Access. To access an Internet web site unless a password, unique personal identification number, or other authentication device is also require

- to access the internet web site.
4. Identifier. As an employee number for any type of employment-related activity.

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

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

Date of Adoption: October 8, 2007

Hemingford Public Schools – District 10

**Personnel – Certificated
Certificated Personnel**

403

Instructional personnel, for the purposes of these policies, refers to the professionally trained certificated teaching staff employed to instruct and provide educational service to the students of the school district.

Adopted: March 13, 2000
Reviewed:

Hemingford Public Schools – District 10

**Personnel – Certificated
Recruitment and Selection**

403.01

The following regulations governing the process of recruitment and selection of certificated personnel are established in harmony with board policy:

1. Colleges, universities and teacher placement agencies shall be among those sources contacted for recommendations of candidates. Visits to such agencies for the purpose of interviewing interested prospects shall be made when practical.
2. A candidate shall provide a personal resume and shall supply the school with transcripts of all college work and college placement folder.
3. Certification status shall be determined. Candidates shall meet state certification requirements and standards established by the regional accreditation association.
4. Selected candidates for each teaching position shall be invited for an interview with a member of the administrative staff at a mutually agreeable spot.
5. An employee shall be appointed only upon the recommendation of the superintendent.

Adopted: March 13, 2000
Reviewed:

Hemingford Public Schools – District 10

**Personnel – Certificated
Appointment**

403.02

The Board of Education shall allow for time and funds to enable the Superintendent of Schools to select and recommend competent people for employment in the Hemingford Public School District. All applicants so selected and recommended must satisfy the standards as set by the Board of Education and the laws of the State of Nebraska.

The Superintendent shall, after administrative screening of candidates, make recommendations to the Board. The Board shall act on each employee contract giving final approval for employment. Should the Board reject a person nominated by the Superintendent, it shall be the duty of the Superintendent to make another nomination.

The Board Secretary is authorized to sign employee contracts, after contract ratification by the majority of the elected Board. This ratification must be made by an affirmative vote of at least four members of the elected Board at an official meeting of the Board.

Legal References:

79-822 Administrators; Employment; Salary; Contract; Term.

79-843 Teachers and School Nurses; Contract; Renewed; Exceptions; Amend or Terminate; Notice; Hearing; Decision.

79-844 Teachers; Contract; Minimum Standard.

79-818 Teachers; Qualifications; Contracts; How Executed.

Adopted: March 13, 2000
Revised: February 11, 2002

Hemingford Public Schools – District 10

**Personnel - Certificated
Conditions of Employment**

403.03

Each teacher shall operate within the framework of existing board policy and the rules and regulations of the school administration. A teacher is directly responsible to the principal or supervisor to which he/she is assigned by the Superintendent of Schools. The superintendent may assign or reassign all teaching staff to building or to teaching assignments for which their preparation may qualify them.

Adopted: March 13, 2000
Reviewed:

Hemingford Public Schools – District 10

**Personnel - Certificated
Employment Contracts**

403.04

The Statutes of the State of Nebraska will govern all proceedings relative to contracts of certificated employees. The Superintendent of Schools is responsible for all legal aspects of concluding contracts with certificated employees. The Superintendent is authorized to give notice annually to certificated employees of their recommended continuing contract status for the ensuing school year, and to request such certificated employee to acknowledge their intent to return to employment for the ensuing year. Such request to acknowledge their intent to return to work shall not be required prior to March 15.

The Superintendent shall make recommendation to the Board on certificated employees' employment status in regard to non-renewal or amendment of a probationary teacher's/principal's contract or amendment or cancellation of a tenured teacher's/principal's contract.

Adopted: March 13, 2000
Revised: February 11, 2002

Hemingford Public Schools – District 10

**Personnel – Certificated
Certification**

403.05

The Board requires that all certificated personnel employed by the district have proper certification and endorsements from the Nebraska State Department of Education. It will be the responsibility of the Superintendent of Schools to verify that all certificated employees are properly certified and endorsed.

The certificate must be registered with the Superintendent of Schools in the district of their employment. No certificate is valid before registration with the county superintendent and no certificated employee can be paid salary until such registration occurs.

It is the sole responsibility of the certificated employee to maintain a valid state certificate and file this certificate with the county Superintendent of Schools.

Each certificated employee is personally responsible for the renewal upon expiration date, of the certificate under which he/she serve and the filing of the credentials with the county Superintendent of Schools. Failure to meet the renewal requirements prevents the employee from drawing salary during the time that he/she is without proper certification. Therefore, renewals should be secured sufficiently far in advance of the expiration date of the existing credential to avoid such loss of salary.

Adopted: March 13, 2000
Reviewed:

Hemingford Public Schools – District 10

**Personnel - Certificated
Health Examinations**

403.06

Any employee whose health is thought to be inimical to the welfare of pupils or employees may be required by the board at any time to submit to a health examination by a physician or surgeon.

The superintendent may recommend employees for health examinations at any time if he/she has reason to believe that the health of the employee is inimical to the welfare of pupils or other employees.

Medical information of any employee will be confidential.

Adopted: March 13, 2000
Reviewed:

Personnel - Certificated

Exposure Control Plan for Blood borne Pathogens

404

The Hemingford School District will identify those people at risk for exposure to body fluids and will provide them with the Hepatitis B vaccination. The identified person may refuse the immunization by signing a refusal form.

It is the policy of the Hemingford School District that all body fluids will be handled using universal precautions:

1. every employee will have access to and will use latex exam gloves when they have the opportunity to have contact with body fluids.
2. All body fluids will be handled as though they are contaminated.
3. The School Nurse will provide instruction for Blood Borne Pathogens for all School employees. A yearly review of universal precautions will be done by the School Nurse.
4. Hand washing Technique will be reviewed on an annual basis by the School Nurse. Hand washing will always be used after handling any body fluid.

The Hemingford School District shall adhere to the guidelines regarding blood borne pathogens from the Occupational Health and Safety Administration. Those guidelines to be included as part of this policy.

Adopted: March 13, 2000

Reviewed:

Personnel – Certificated
Exposure Control Plan for Blood borne Pathogens

404.1

GENERAL GUIDELINES FOR HANDLING OF BODY FLUIDS

all body fluids of all persons should be considered to potentially contain infectious agents (germs). Hand washing after contact with a school child is routinely recommended if physical contact has been made with any child's blood or body fluids and wherever possible. The term "body fluids" includes: blood, semen, drainage from scrapes and cuts, tears, feces, urine, vommitus, respiratory secretions and saliva.

Hand Washing

Hand washing is considered to be the most important procedure in preventing the spread of infections. Soap suspends easily-removable soil and microorganisms, allowing them to be washed off.

The proper hand washing procedure is:

1. Wet hands with warm water.
2. Apply soap; lather hands and wrists.
3. Apply friction to all surfaces of fingers including between fingers and fingernails; apply friction to the rest of hands, keeping hands and fingers pointed down.
4. Rinse hands and wrists thoroughly with warm water, allowing water to flow from wrists to finger tips.
5. Dry hands well. NOTE: If paper towels are used, turn off faucet using paper towel to protect clean hands.
6. Discard paper towels.

Situations in which good personal hygiene must be practiced include:

1. whenever your hands are soiled.
2. Before handling or preparing food products, utensils or equipment.
3. Before eating and/or drinking.
4. After blowing or wiping nose.
5. Before and after use of the toilet/and assisting student in toilet.
6. After contact with body secretions such as blood, menses, mucus, saliva, drainage from wounds, urine or feces.

Adopted: March 13, 2000
Reviewed:

Personnel – Certificated

Exposure Control Plan for Blood borne Pathogens

404.01

(Continued)

7. after handling soiled diapers, menstrual pads, garments or equipment.
8. After removing disposable gloves.

Sanitation aspects of classroom diaper change.

Place soiled material in plastic bag and/or covered container, secure, and dispose of immediately. An approved disinfectant must be used on the floor area after material is removed. Disposable towels/items should be used whenever possible. Good hand washing should be used after any procedure is completed.

I. Child Diaper Change

- a. Use changing pad on area used for diaper changing.
- b. Wash pad after each change with soap and water. Then use disinfectant mixture spray.
- c. Have a plastic bag or covered container available for disposal of all soiled diapers.
- d. A plastic bag is also useful for soiled clothing.
- e. Caregiver must wash hands with soap and water before and after diaper change.
- f. Store supplies for cleansing a child at the changing area, but out of the reach of children. Disposable gloves are recommended.
- g. Never leave any child unattended on changing pad.

II. Storage of Cleansing Agent

Store all cleansing agents in cabinet inaccessible to children. It is mandatory to use gloves if the person has any open areas on skin, i.e., cuts, scrapes, sores.

Adopted: March 13, 2000

Reviewed:

Personnel – Certificated

Exposure Control Plan for Blood borne Pathogens

404.01

Sanitation aspects of dish care include: In special areas where extra sanitation precautions must be taken, the following procedures should be followed:

I. Dishwashing.

- a. Dishpans must be used.
- b. Use hot soapy water.
- c. Rinse with hot water.
- d. Dip in disinfectant solution.
- e. Drain dry.

General Guidelines

1. Contact with body fluids.

a. If possible, avoid contact with body fluids. Student or staff may be allowed to clean own injury. If this is not possible, it is recommended that gloves be worn when direct hand contact with the body fluid is anticipated. (E.g., changing diapers, handling soiled clothing or cleaning mops used for cleaning vommitus, blood, urine, and stool.) Gloves shall be discarded in double lined bag or trash container. If gloves are not worn, hands must be washed vigorously with soap and water under a stream of running water for 15 to 20 seconds. Rinse under running water. Use paper towel to turn off faucet. Dry hands thoroughly with a paper towel. See hand washing.

b. Clothing and other non-disposable items which are soaked with body fluids should be rinsed and placed in plastic bags. If presoaking is required, use gloves to rinse or soak the item in cold water prior to bagging. Clothes contaminated with body fluids should be washed separately from other items. Wash as usual. If the item is bleachable, add a 1/2 cup of bleach to the wash cycle. If the item cannot be bleached, add 1/2 cup of non-Clorox bleach to the wash cycle.

c. Rugs which are contaminated by body fluids may be cleaned by applying a sanitary absorbent agent. Allow the agent to dry according to the direction; then vacuum. If needed, mechanically remove with a dust pan and broom, then apply rug shampoo (containing a germicidal detergent) with a brush and vacuum again.

Adopted: March 13, 2000

Reviewed:

Personnel – Certificated

Exposure Control Plan for Blood borne Pathogens

404.01

2. Disinfection of hard surfaces and care of equipment.

a. Disinfectants should be used to clean surfaces contaminated with body fluids. These disinfectants should kill vegetative bacteria, fungi, tubercle bacillus and virus. These disinfectants should be registered with the US Environmental Protection Agency for use as a disinfectant in medical facilities and hospitals.

3. The following disinfectants may be used:

- a. Hypochlorite solutions (bleach) are preferred for objects which may be put in the mouth.
- b. Ethyl or isopropyl alcohol (70%).
- c. Phenolic germicidal detergent in a 1% aqueous solution (e.g., Lysol).
- d. Sodium Hypochlorite with at least 100 ppm available chlorine (1/2 cup household bleach in 1 gallon water). Solution needs to be freshly prepared daily.
- e. Quaternary ammonium germicidal detergent in 2% aqueous solution (Triquat, Mytar or Sage).
- f. Iodine germicidal detergent with 500 ppm available iodine (e.g., Wescodyne).
Brand name examples only.

4. Cleaning of hard surfaces.

- a. Remove soil off of surface, and then apply disinfectant.
- b. Mops should be soaked in the disinfectant after use, and then washed in hot water prior to rinsing. Gloves shall be worn.
- c. Disposable equipment shall be double bagged and placed in trash can.
- D. non-disposable equipment (dust pans, baskets) shall be rinsed thoroughly in the disinfectant.
- e. Discard used solution promptly in drain pipe, rinse pail or container.
- f. Gloves are removed when all clean up is completed and placed in double trash bag.

Adopted: March 13, 2000

Reviewed:

Hemingford Public Schools – District 10

Personnel – Certificated

Exposure Control Plan for Blood borne Pathogens

404.01

5. In classrooms, where children might drool or mouth toys, special considerations may be given. Toys which are used as educational tools should be washed daily with a disinfectant solution. If a toy is transferred from one child to another, the toy must be disinfected before the transfer. Environmental surfaces such as mats and countertops should be washed daily (or between children using them) with a disinfectant solution.

Adopted: March 13, 2000

Reviewed:

Hemingford Public Schools – District 10

Personnel – Certificated

Exposure Control Plan for Blood borne Pathogens

404.01

The School nurse shall develop regulations for the control of body fluid borne pathogens. These shall be reviewed on a regular basis with health authorities.

Adopted: March 13, 2000

Reviewed:

**Personnel - Certificated
Personnel Records**

405

Personnel records shall be kept on all current employees in the Office of the Superintendent and shall include information necessary for proper personnel management and legal requirements. Requirements may be different between certificated and non-certificated staff.

A file shall be kept for all resigned or retired employees, including such essential information as necessary to determine work history, salary, and work performance.

Any employee of the Hemingford School District shall upon written request, have the right to review the contents of his/her own personnel file in the presence of an administrator, except that all confidential material supplied by outside agencies or previous employees concerning prior employment or performance may be removed from the file and shall not be subject to review by the employee. The employee may request a third party in addition to the administrator to accompany him/her in such review.

The personnel file shall include but not be limited to:

1. Copy of current Nebraska Teaching Certificate
2. College transcripts showing all course work completed.
3. Social Security Number.
4. Date of Birth.
5. Length and record of service to District 10 or other school districts.
6. Annual performance evaluations.
7. Administrative communiqué.
8. Contracts of employment.

Adopted: March 13, 2000
Reviewed:

Hemingford Public Schools – District 10

**Personnel - Certificated
Employee Orientation**

406

The administration is hereby directed to set up and conduct appropriate orientation sessions for all new employees and transferred employees. The costs of such orientation will be considered in the annual budget.

Adopted: March 13, 2000
Reviewed:

Personnel – Certificated

Orientation- School Building Basis

403.01

The principal is responsible for the orientation of new teachers assigned to his or her school. He or she should give information and general directions in regard to the following:

1. the names of fellow teachers, the office secretary, cafeteria personnel, custodians and other special staff personnel who will come to the building.
2. Location and use of physical facilities of the building: classroom, cafeteria, library, teachers' lounge and lavatories.
3. Teaching materials: courses of study, guide books, textbooks, and supplementary materials for grade or subject.
4. Method of ordering books and supplies, securing audiovisual equipment, methods of getting material duplicated, disposing of lost and found articles.
5. Schedule and meaning of all bell signals.
6. Regulations for pupils in building and on school grounds; uses of entrances, exits, lavatories, playground areas, equipment and activities; regulations for pupils during, before and after school hours.
7. Directions regarding building meeting, in-service training meetings, other meetings, assignments to school committees, fire drill regulations, policies concerning teachers' absence, attendance dismissal, excuse of pupils from school, etc.
8. The goals and aspirations of the schools.
9. School system policies and regulations and handbooks.
10. School system Teacher Evaluation policy.

Adopted: March 13, 2000

Reviewed:

Personnel – Certificated

Employment of Relatives-Nepotism

406.02

EMPLOYMENT OF PERSONS RELATED BY BLOOD OR MARRIAGE

The Board of Education has determined that it is in the best interests of the school district to limit the employment of persons who are related by blood or marriage. The board finds that such limitations are advisable for the following reasons: avoiding conflict or favoritism, or the appearance of conflict or favoritism, by a person for a relative; preventing a person from prejudicing students with whom the person's relative was experiencing difficulty; promoting collegiality among employees; minimizing an "us against them" mentality; and avoiding friction and conflict when marriages or relationships break down. For the purposes of this policy, the term "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

Persons who are related by blood or marriage are permitted to work at the school district provided one does not report directly to, supervise, or manage the other. That is, no employee is permitted to work within the chain of command of a relative such that one's work responsibilities or employment status could be influenced by the other. Further, relatives are not permitted to work in the same department or in any other position in which the administration or board believes that an inherent conflict of interest may exist.

Employees who marry or become related by marriage while employed by the school district will be treated in accordance with these guidelines, and one of the employees will be transferred at the earliest practicable time.

The board recognizes that, at times, employees and their "close friends", "domestic partners", or "significant others" may be assigned to positions which create a coworker or supervisor-subordinate relationship. The administration or board will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid favoritism or the appearance of favoritism, and decrease the likelihood of sexual harassment in the workplace.

Adopted: March 13, 2000

Reviewed:

Hemingford Public Schools – District 10

**Personnel - Certificated
Assignment**

406.03

Instructional personnel will normally be assigned initially by the superintendent or his/her delegate to positions for which their preparation, certification, experience, and aptitude fit them.

Additions to Normal Teaching Schedule and Duties

Additional duties may be assigned to certified staff members as deemed to be in the best interest of the school district by the Superintendent of Schools. These assignments may be in addition to the staff member's normal schedule and duties during the regular school year and may include such programs as adult education, driver education, summer school, and extra duty or co-curricular assignments.

Adopted: March 13, 2000
Reviewed:

Hemingford Public Schools – District 10

Personnel - Certificated

Load/Scheduling/Hours of Employment

406.04

Normal working hours for certificated employees 8:00 a.m. until 4:00 p.m. Monday through Thursday. On days when administrative meetings or in-service require teacher attendance at 7:00 or 7:30 a.m., or evening meetings require the teacher to return to school, certificated employees will be excused at 3:35 p.m. Principals shall schedule weekly teacher's meetings at 7:30 a.m. on Friday as required. Dismissal on Friday is 3:35 p.m. for certificated staff.

When school is dismissed early for the beginning of scheduled vacations, teachers are excused once the students have vacated the building. Principals may set the hours of employment for the last teacher work day.

Adopted: March 13, 2000

Reviewed:

Hemingford Public Schools – District 10

Personnel – Certificated

Early Retirement Incentive Program – Purpose

407

The purpose of this program is to encourage Eligible Employees who are considering an early-leaving decision to accelerate their retirement plans. Objectives include, but are not limited to, the following:

1. to offer financial incentives which will assist long-term employees considering early retirement or early-leaving decisions at the end of any school year during which this Early Retirement Incentive Program is in effect.
2. To reduce costs to the School District by replacing maximum salaried employees with lesser salaried employees.
3. To provide for a balance of employee experience within the District.

THIS PAGE / POLICY 407

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2012

Hemingford Public Schools – District 10

Personnel – Certificated

Early Retirement Incentive Program

407.01

Qualifications

1. Eligible Employee: To be a participant a person must be employed by the School District as of the date of acceptance of the person's application in the position of a fully certified employee covered by the negotiated agreement between the Hemingford Public School District and the Hemingford Education Association and paid pursuant to the salary schedule incorporated into said agreement in effect for the employee's last school year of employment (hereinafter referred to as "Teacher" or "Eligible Employee"), or must be employed as a Superintendent or Principal under individual contracts (hereinafter referred to as an "Administrator" or "Eligible Employee").

2. Full Time Equivalency: Eligible Employees, both full-time and part-time, may participate in the Early Retirement Incentive Program ("ERIP") provided that the part-time employees' benefits under such plan shall be prorated based on their FTE (full-time equivalency), said FTE to be determined based on the employee's actual scheduled salary as of November 1 of the employee's last school year of employment. Part-time employees who are on a leave of absence in part and work part-time as of November 1 of the employee's last school year of employment shall be eligible to participate in this ERIP to the extent of their on-duty FTE. Employees who are on a leave of absence in total as of November 1 of any school year shall not be eligible to participate in this ERIP.

3. Criteria for Eligibility: To be eligible to participate in the ERIP, an Employee must meet the following criteria to wit:

a. Period of Eligibility: To be eligible for participation in this ERIP, the Employee must meet the requirement for the period of eligibility, hereinafter referred to as a "window." The window shall open on September 1 of the school year when the Employee reaches fifty-five (55) years of age and will close on the fifth August 31 thereafter. The Employee may apply for participation in this ERIP and retire during any of the five (5) school years in the window. A school year is September 1 to August 31. Employees who are 55 or more on or before the adoption date of this policy may choose to participate in the ERIP in the 1999-2000 school year, or receive a five year window beginning September 1 of the year following the adoption of this policy and end on the fifth August 31 following the September 1st date.

The Board reserves the right to alter the window of eligibility for the superintendent in order to retain his/her services for that unique position. At the January 11, 2016 Board of Education Meeting, the board set the Superintendent's Five year Window of eligibility to begin at age 60 by contract.

THIS PAGE / POLICY 407.1

Adopted: March 13, 2000

Amended: April 13, 2009

Amended: July 9, 2012

Amended: February 11, 2013

Amended: January 11, 2016

Amended: February 9, 2016

Hemingford Public Schools – District 10

**Personnel – Certificated
Early Retirement Incentive Program**

407.01

Qualifications

(Continued)

(1) Teachers: To be eligible for participation in this ERIP, a Teacher shall have a placement as of November 1 of the Teacher's last school year of employment on the salary schedule as set forth in the Collective Bargaining Agreement between the School District and the Hemingford Education Association for such year (hereinafter referred to as the "Teacher's Salary Schedule") on the following columns and steps. For the purpose of this placement no more than four years out of the district experience can be utilized:

BA+36, Step "11";
MA, Steps "11" and "12";
MA+9, Steps "11", "12" and "13";
MA+18, Steps "11", "12", "13", "14" and "15.

(2) Administrators: To be eligible for participation in this ERIP, the Administrator (Superintendent and Principals shall have: A salary that exceeds the MA + 18, Step 15 on the district certificated faculty Salary Schedule. In addition the Administrator must be able to meet the same placement requirements on the Teacher's salary schedule as Teachers according to degree preparation and length of service. For the purpose of this placement requirement, no more than four years out of District experience may be utilized.

4. Notice of Salary Schedule Placement: On or before December 1 of each school year thereafter, the School District shall provide all Teachers of the School District verification of their salary schedule placement in the Hemingford Public School District and all Administrators of their total salary for such school year.

5. Acceptance or Rejection of Applications: The Board of Education of the School District, in its sole and absolute discretion, reserves the right to accept or reject any or all applications based on financial exigencies, availability of funds, budget, expenses, revenue, and other school finance issues.

THIS PAGE / POLICY 407.1

Adopted: March 13, 2000

Amended per Negotiations: April 10, 2000

Amended: April 13, 2009

Amended: July 9, 2012

Amended: February 9, 2016

Personnel – Certificated

Early Retirement Incentive Program

407.01

Qualifications

(Continued)

6. Criteria for Selection: The number of Eligible Teachers who may apply for membership in this ERIP in any one fiscal year shall not exceed two (2) Eligible Teachers AND two eligible administrators. If there are more than two (2) applicants for participation in the ERIP, the selection of the Eligible Employee(s) allowed to participate in the ERIP shall be based upon the following criteria in descending order:

- a. Highest salary: For Teachers: The individual(s) with the highest salary on the Teacher's salary schedule will be given preference for participation in the ERIP. For administration, preference will also be given to the highest salary.
- b. Length of Service: If there still remains a tie, the individual(s) with the greatest years of service to the school district will be given preference for participation in the ERIP.
- c. Date of Application: If there still remains a tie, the individual(s) with the date of application first in time will be given preference for participation in the ERIP. Applications will be date stamped by the Superintendent's office.
- d. Tiebreaker: If two (2) or more individuals tie on criteria "a, b, or c, the names of those persons who are tied shall be placed in a container and names will be drawn from the container for each opening in the ERIP.

THIS PAGE / POLICY 407.1

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

Amended: July, 9, 2012

Amended: February 9, 2016

**Personnel – Certificated
Early Retirement Incentive Program**

Enrollment

C. ENROLLMENT REQUIREMENTS:

1. Resignation: Eligible Employee participants in the program shall resign their positions with the School District effective at the close of the Employee's last school year of employment, ending any actual or existing continuing contract rights in consideration for the benefits outlined in paragraph "D" below.

2. Notice of Plan and Future Employment: The Superintendent or Superintendent's designee shall notify all Eligible Employees of the School District of the adoption of this Early Retirement Incentive Policy (ERIP) and the attendant ERIP Application and Agreement on or before December 1 of each school year. A copy of said ERIP Application and Agreement as it now exists or as it may be from time to time amended may be obtained from the school office of each school in the district.

If the Eligible Employee participating in this program is re-employed by the School District, as an Eligible Employee, within three (3) years of the Eligible Employee's last date of employment with the School District, said Eligible Employee shall relinquish all rights under this program to monies yet to be received under this plan for any portion of said three year period that has not elapsed on a per diem pro rata basis as of the date said Eligible Employee is re-employed; provided, however, this provision shall not apply to a participant substitute teaching for the district on a per diem basis.

3. Application and Agreement: Any Eligible Employee who attains the eligibility requirements shall be eligible to participate in the ERIP. Each qualified Eligible Employee who wishes to participate must submit an Application and Agreement form properly executed on or before March 1 of the last school year of employment. An Application and Agreement may be withdrawn by the employee at any time within seven (7) days following the date when it was received by the Superintendent's office. The Superintendent or his designee shall review the employee's record to determine eligibility. **FAILURE TO SUBMIT THE APPLICATION OR AGREEMENT WITHIN THE TIME FRAME SPECIFIED THEREIN SHALL RESULT IN THE REJECTION OF SUCH APPLICATION OR AGREEMENT.**

THIS PAGE / POLICY 407.1

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

Hemingford Public Schools – District 10

Personnel – Certificated

Early Retirement Incentive Program

407.02

Enrollment

(Continued)

4. Terminated Employee's Ineligibility: A Certified Employee who has received written notice of possible termination for reasons other than reduction in force or who has received written notice of possible cancellation shall NOT be eligible and may NOT participate in this program, UNLESS after a hearing before the Board of Education it is determined that said Certified Employee's contract shall not be cancelled or terminated or the decision of the Board of Education to terminate or cancel is subsequently set aside.

An Eligible Employee who has received written notice of possible termination for reason of a reduction in force shall be eligible and may participate in this program if, but only if, said Eligible Employee expressly waives all rights to which he or she may be entitled under the reduction in force law.

THIS PAGE / POLICY 407.02

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

**Personnel – Certificated
Early Retirement Incentive Program**

407.03

D. BENEFITS:

1. Calculation of Benefits: An Eligible Employee requesting to receive the ERIP shall receive the following benefit:

a. Teachers: A Teacher shall receive a benefit equal to seventy five percent (75%) of the Teacher's actual scheduled salary earned by the Teacher during the Teacher's last school year of employment. Teachers who have been employed by the school district for twenty or more consecutive years shall be given a benefit equal to eighty (80%) percent of the Teacher's scheduled salary earned by the Teacher during the Teacher's last school year of employment. Teachers who have been employed by the school district for thirty or more consecutive years shall be given a benefit equal to eighty five (85%) percent of the Teacher's scheduled salary earned by the Teacher during the Teacher's last school year of employment. Scheduled salary refers to salary paid from the salary schedule and excludes salary paid for extra responsibility, extended contract and fringe benefits.

b. Administrators: An Administrator shall receive a benefit equal to seventy five percent (75%) of the Administrator's contracted salary earned by the Administrator during the Administrator's last school year of employment. Contracted salary refers to the amount contracted for salary only and shall not include any fringe benefits, in lieu of funds, or extra duty payments.

2. Payment: The sums to be paid pursuant to paragraph D.1. shall be payable in three (3) equal installments, the first to be paid on the first September 15 immediately following the Eligible Employee's last day of employment, the second payment to be made on the second September 15 immediately following the Eligible Employee's last day of employment, and the third payment to be made on the third September 15 immediately following the Eligible Employee's last day of employment.

3. Source of Funds: The School District shall pay the entire cost of the plan.

4. Administration: This Plan shall be administered by the Board of Education by and through the administration of the School District.

THIS PAGE / POLICY 407.03

Adopted: March 13, 2000

Amended: April 13, 2009

Amended: July 9, 2012

Hemingford Public Schools – District 10

Personnel – Certificated

Early Retirement Incentive Program Benefits

407.03

5. Beneficiary Designation: In order for the application to be considered complete, a beneficiary must be designated. Upon the death of the participant employee before all benefits are paid, the beneficiary shall receive benefits pursuant to the terms of this ERIP.

6. Income Tax Consequences: Early Retirement Incentive pay has been determined to be taxable income for state and federal income tax purposes and will be treated as such. It will be reported as a taxable retirement payment. Any required state or federal withholdings will be subtracted from each payment to the retiree.

7. COBRA Rights: Pursuant to COBRA, a retired employee will have the opportunity to continue participation in the School District's group health insurance plan for at least eighteen (18) months following retirement upon payment by the employee of the monthly insurance premiums.

THIS PAGE / POLICY 407.03

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

Personnel – Certificated

Early Retirement Incentive Program-Consideration

407.04

E. TIME FOR CONSIDERATION OF APPLICATION AND AGREEMENT, AND WAIVER AND RELEASE OF CLAIMS:

1. Time to Consider Application and Agreement: An employee who elects to participate in the Hemingford Public School District Temporary Early Retirement Incentive Program shall be given at least forty-five (45) days within which to consider the ERIP Application and Agreement. That ERIP Application and Agreement shall alert the Employee that the Hemingford Public School District Temporary Early Retirement Incentive Program is totally voluntary in nature.

2. Waiver and Release of Claims: The ERIP Application and Agreement shall also include a specific Waiver and Release of Claims of the participant's rights under the Age Discrimination and Employment Act (ADEA), 29 U.S.C. §§ 621-634 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, Neb. Rev. Stat. § 48-1001, et seq., the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq., and all other state and federal constitutions, statutes and regulations that relate to the validity of the ERIP and allow the employee to revoke the Release or Waiver at any time within seven (7) days after signing the contract and advise the employee to consult with an attorney before signing the Application and Agreement. **THE SPECIFIC TERMS OF THE WAIVER AND RELEASE OF CLAIMS SHALL BE AS FOLLOWS:**

WAIVER AND RELEASE OF CLAIMS: By entering into this Agreement, the Eligible Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, agents, and employees of the School District in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, or attorneys' fees under 42 U.S.C. § 1988 or the like, which Eligible Employee may now have or which may accrue in the future with respect to, arising out of, or in relation to the Eligible Employee's employment with the School District including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §§ 621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. § 48-1001, et seq., Title IX and under Title VII of the Civil Rights Act of 1964, time amended, the Civil Rights Act of 1866 and 1871, as amended from time to time.

THIS PAGE / POLICY 407.04

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

Personnel – Certificated

Early Retirement Incentive Program –Terms

407.05

Claims or rights under 42 U.S.C. §1981, through and including 42 U.S.C. § 1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Eligible Employee's employment with the School District, this Application and Agreement, the ERIP, or the Eligible Employee's resignation from such employment. The Eligible Employee further covenants not to sue and hereby agrees not to institute any proceedings against and agrees to indemnify and hold harmless the School District or any other persons named herein in their official or individual capacities based on any matter relating to the Eligible Employee's employment at the School District, this Application and Agreement, the ERIP, or the Eligible Employee's resignation.

This waiver, release, covenant not to sue, and indemnification agreement is given in exchange for consideration in addition to that which the Eligible Employee is already entitled to pursuant to law. The Eligible Employee acknowledges that the Eligible Employee has been advised by this Application and Agreement and in writing to consult with an attorney before entering into the ERIP or signing this Application and Agreement. The Eligible Employee further acknowledges that the Eligible Employee has had sufficient time to decide whether or not to execute this ERIP Application and Agreement, including sufficient time to consider the Waiver and Release of Claims and all other matters contained herein.

F. TERM OF PROGRAM:

The Hemingford Public School District's ERIP shall be offered only to Eligible Employees as defined herein, and those who timely submit an ERIP Application and Agreement. This ERIP program and policy and all benefits provided herein may be repealed at any time by the Board of Education in its sole and absolute discretion.

THIS PAGE / POLICY 407.05

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

Personnel – Certificated

Early Retirement Incentive Program –Application Form

407.06

HEMINGFORD PUBLIC SCHOOLS
EARLY RETIREMENT INCENTIVE PROGRAM
APPLICATION AND AGREEMENT

(NOTE: THIS APPLICATION AND AGREEMENT MUST BE SUBMITTED TO THE SUPERINTENDENT'S OFFICE ON OR AFTER _____, 20__, BUT ON OR BEFORE _____, 20__).

This Early Retirement Incentive Program ("ERIP") Application and Agreement is offered and made this ____ day of _____, 20__, between Box Butte County School District 07-0010, a/k/a Hemingford Public School District ("School District"), and _____, ("Eligible Employee"), whose address is _____, in _____, Nebraska.

WHEREAS, the School District has established an Early Retirement Incentive Program for the purpose of encouraging Eligible Employees who are considering an early leave decision to accelerate their retirement plans; and

WHEREAS, the Eligible Employee is desirous of voluntarily participating in the ERIP sponsored by the School District and in the voluntary termination of the Eligible Employee's employment; and

WHEREAS, the Eligible Employee meets all the criteria for participation in the ERIP set forth in the ERIP program adopted by the Board of Education on _____, 20__; and

WHEREAS, the Eligible Employee acknowledges that the Eligible Employee has had forty-five (45) or more days to consider the ramifications of participation in the ERIP, and acknowledges that the Eligible Employee's participation in the ERIP is voluntary and that the Eligible Employee was not coerced in any manner to participate in the ERIP sponsored by the School District.

THIS PAGE / POLICY 407.06

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

Personnel – Certificated

Early Retirement Incentive Program –Application Form

407.06

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations set forth in this Application and Agreement, the Eligible Employee and the School District do hereby agree as follows:

1. ELIGIBLE EMPLOYEE DATE OF BIRTH: _____, ____.

2. ELIGIBLE EMPLOYEE SALARY SCHEDULE AMOUNT:

TEACHER: Column _____; Step _____; Salary Amount _____.

ADMINISTRATOR: Salary Amount _____.

3. ELIGIBLE EMPLOYEE RESIGNATION: The Eligible Employee by signing this Application and Agreement hereby voluntarily, unconditionally, and irrevocably resigns from the Eligible Employee's employment position, relinquishes the Eligible Employee's actual and existing continuing contract rights by law, and resigns from all other employment relations with the School District effective at the end of the _____ school year, and further hereby waives any and all notice of action by the Board of Education of the School District to accept the resignation and to terminate the Eligible Employee's continuing contract and employment with the School District, and waives any and all rights the Eligible Employee may have under Neb.Rev.Stat. §§79-12,107 to 79-12,121 (old statute numbers), or §§79-824 to 79-839 (new statute numbers), or other laws as they now exist or as they may be amended in the future relating to continued employment or rights of recall. The Eligible Employee further authorizes the Board of Education of the School District to advertise for and contract with a replacement Employee, if deemed appropriate, for the _____ school year. The School District by approving and signing this Application and Agreement hereby unconditionally and irrevocably accepts the Eligible Employee's resignation ending all employment relations between the School District and the Eligible Employee effective at the end of the _____ school year. The Eligible Employee authorizes the School District to approve and accept this Application and Agreement immediately upon its presentation to the School District by the Eligible Employee.

THIS PAGE / POLICY 407.06

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

**Personnel – Certificated
Early Retirement Incentive Program –Application Form**

407.06

4. EARLY RETIREMENT BENEFITS:

(a) In consideration of the Eligible Employee's resignation and relinquishment of the Eligible Employee's actual and existing continuing contract rights by law and of other covenants and conditions set forth in this Application and Agreement, the Eligible Employee shall receive a benefit in the amount of \$_____ payable in three (3) equal installments, the first to be paid on the first September 15 immediately following the Eligible Employee's last day of employment; the second payment to be made on the second September 15 immediately following the Eligible Employee's last day of employment; and the third payment to be made on the third September 15 immediately following the Eligible Employee's last day of employment.

(b) Beneficiary Designation: The Eligible Employee hereby designates _____, whose address is _____, Social Security No. _____ Or Tax I.D. No. _____, to be his/her beneficiary in case of his/her death. Any monies due the Eligible Employee will continue to the beneficiary until the total benefit distribution is paid in full pursuant to the provisions of this Agreement.

(c) Tax Consequences: Early Retirement Incentive Pay has been determined to be taxable income for state and federal income tax purposes and will be treated as such. It will be reported as a taxable retirement payment. Social Security percentage and any other required state or federal withholdings or deductions will be subtracted from each payment to the Eligible Employee.

THIS PAGE / POLICY 407.06

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

Personnel – Certificated

Early Retirement Incentive Program –Application Form

407.06

5. WAIVER AND RELEASE OF CLAIMS: By entering into this Agreement the Eligible Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, agents, and employees of the School District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, or attorneys' fees under 42 U.S.C. §1988 or the like, which Eligible Employee may now have or which may accrue in the future with respect to, arising out of, or in relation to the Eligible Employee's employment with the School District including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), 29 USC §§ 621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001, et. seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. § 48-1001, et seq., Title IX and under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. § 1981, through and including 42 U.S.C. § 1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Eligible Employee's employment with the School District, this Application and Agreement, the ERIP, or the Eligible Employee's resignation from such employment. The Eligible Employee further covenants not to sue and hereby agrees not to institute any proceedings against, and agrees to indemnify and hold harmless, the School District or any other persons named herein in their official or individual capacities based on any matter relating to the Eligible Employee's employment at the School District, this Application and Agreement, the ERIP, or the Eligible Employee's resignation.

THIS PAGE / POLICY 407.06

Adopted: March 13, 2000

Reviewed:

Amended: April 13, 2009

Personnel – Certificated

Early Retirement Incentive Program –Application Form

407.06

This waiver, release, covenant not to sue, and indemnification agreement is given in exchange for consideration in addition to that which the Eligible Employee is already entitled to pursuant to law. The Eligible Employee acknowledges that the Eligible Employee has been advised by this Application and Agreement and in writing to consult with an attorney before entering into the ERIP or signing this Application and Agreement. The Eligible Employee further acknowledges that the Eligible Employee has had sufficient time to decide whether or not to execute this ERIP Application and Agreement, including sufficient time to consider the waiver and release of claims and all other matters contained herein.

6. REVOCATION AND CANCELLATION OF AGREEMENT: The Eligible Employee and the School District acknowledge that the Eligible Employee may revoke this Application and Agreement, and any waiver, release of claims, covenant not to sue, or indemnification contained herein, and cancel this Application and Agreement, at any time on or before the expiration of seven (7) days following the date when it was received by the office of the Superintendent.

Eligible Employee

STATE OF NEBRASKA)
)
COUNTY OF BOX BUTTE) ss.

On this _____ day of _____, 20__, I, _____, being first duly sworn upon oath, depose and state that I am the Eligible Employee identified above, that I have read the foregoing Early Retirement Incentive Program Application and Agreement, know the contents thereof, signed the same as my voluntary act and deed, and submit this Application and Agreement for acceptance by the Board of Education.

Eligible Employee

THIS PAGE / POLICY 407.06
Adopted: March 13, 2000
Reviewed:
Amended: April 13, 2009

Hemingford Public Schools – District 10

**Personnel – Certificated
Early Retirement Incentive Program –Application Form**

407.06

SUBSCRIBED and SWORN to before me this ____ day of _____, 20__.

Notary Public

ACCEPTANCE

Upon the action of the Board of Education on the ____ day of _____, 20__, approving and ratifying the foregoing Application and Agreement, and the acceptance by the Board of Education of the resignation of the Eligible Employee identified above, the above Early Retirement Incentive Program Application and Agreement is hereby deemed to have been accepted and approved by the Eligible Employee and the Box Butte County School District 07-0010, a/k/a Hemingford Public School District, and shall be carried into effect by the Administration.

DATED this ____ day of _____, 20__.

BOX BUTTE COUNTY SCHOOL DISTRICT
07-0010, a/k/a HEMINGFORD PUBLIC
SCHOOL DISTRICT

BY: _____
President, Board of Education

THIS PAGE / POLICY 407.06
Adopted: March 13, 2000
Reviewed:
Amended: April 13, 2009

Hemingford Public Schools – District 10

Personnel - Certificated

Work Year

408

Teacher contracts shall be for 177 teaching days and six work or professional development days for a total contract of 183 days.

If because of severe weather school is closed and teachers are excused for the day, the Board of Education gives to the administration the authority to reschedule days in the school calendar where possible to make up the lost days.

Because of the nature of their assignment, some teaching positions will be given extended contract days. Examples of this includes but are not limited to, vocational agriculture, guidance and counseling, media specialists, band teachers, and family consumer science programs.

Adopted: March 13, 2000

Reviewed:

Hemingford Public Schools – District 10

**Personnel - Certificated
Transfers**

409

The transfer of personnel is a management function vested exclusively in the Board. Nothing in a negotiated agreement will be construed to derogate from the power and responsibility of the Board in regard to such matters.

The Board grants to the superintendent authority to assign and/or transfer instructional personnel.

The preferences of teachers and other staff members will be considered in making assignments and transfers; however, the best interests of students and the district will be given first consideration.

Transfers where practical will be made on a voluntary basis. When an involuntary transfer or reassignment is necessary, the teacher so affected may request and will be granted a conference with the superintendent.

Teachers may apply for voluntary reassignment and/or transfer. Such requests will be made in writing to the superintendent, stating the grade and/or subject desired and the school or schools to which transfer is requested. Such requests will be considered when scheduling is made but this consideration is not intended to limit the flexibility of the administration.

The Superintendent will provide the Board of Education a listing of all instructional staff and their respective assignments.

Adopted: March 13, 2000
Reviewed:

Hemingford Public Schools – District 10

**Personnel - Certificated
Evaluation/Supervision**

410

It shall be the policy of the Hemingford Public Schools that every certificated employee receive a formal performance evaluation in accordance with Nebraska statutory law. A certificated employee shall be defined as any employee who by their position is required to hold a valid Nebraska Teaching Certificate.

Certificated Staff Evaluation Definition: The continuous process by which the instructional skills of the certificated staff is appraised. Evaluation has two major purposes. The first purpose of evaluation is for the improvement of instruction. This assumes the district has basically good teachers and is working toward increasing the quality of instruction and the continuing development of the individual teacher's skills. The second purpose is for providing the basis for personnel decisions, i.e., dismissal or movement to tenure. The first purpose is the priority, but the second is also a reality.

Philosophy: The Board recognizes that the teaching process is complex and the appraisal of this process is a difficult and technical function. But because it is universally accepted that good teaching skills are the most important element in a sound educational program, the appraisal of certificated employees must be done.

The improvement of instructional skills is not an accident but the result of a planned, continuous and cooperative effort to achieve it.

Objectives of Evaluation

1. To provide a consistent evaluation system that clarifies the expectations, duties and responsibilities of certificated employees and evaluators in the Hemingford Public Schools.
2. To assist the certificated employee to grow professionally and improve his/her instructional skills.
3. To increase the effectiveness of teacher instruction throughout the school system.
4. To make employment decisions.

Adopted: March 13, 2000
Reviewed:

Principal Responsibilities

The primary responsibility for the appraisal of certificated staff members will rest with the principals of the buildings to which they are assigned. In their exercise of their role as evaluators, building principals are expected to:

1. Base supervision of certificated staff members on the performance standards and evaluation criteria approved by the Board of Education.
2. Observe policies, procedures, guidelines established by District #10 for the appraisal of certificated employees.
3. Focus on helping certificated staff members to grow in the exercise of their responsibilities. Provide directives for suggestions for areas in which improvement and growth is possible or desirable.
4. Supervise and evaluate in a fair and consistent manner.
5. be visible in the building and accessible to certificated staff members. Monitor and supervise on a daily and continuous basis.

Supervising Job Performance

The building principal is charged with the responsibility of supervising the delivery of instructional services in the building to which he/she is assigned. This supervision will include both formal and informal observations. Formal classroom visitations are very important in the evaluation process, but the principal has many other opportunities to observe performance.

There are many informal occasions on which the building principal will be in the corridors or classrooms of the school. Such visits can provide the building principal with relevant data about the manner in which a certificated employee performs his/her responsibilities. Such informal classroom visitations are unannounced and can be less than a full instructional period.

Furthermore, informal observations of certificated staff members could be made in committee meetings, on a one-to-one basis, in co-curricular activities involving students and certificated staff members, and in a number of related circumstances.

A building principal's contact with students, school patrons, and parents must be recognized as sources of information relevant to the evaluation process.

Student responses to classroom learning activities and assignments shall be considered as a principal collects data on a certificated staff member's performance. A principal shall also determine whether classroom activities and assignments are effective in producing student growth and learning.

Adopted: March 13, 2000

Reviewed:

Hemingford Public Schools – District 10

**Personnel - Certificated
Evaluation Form**

410.02

Hemingford Public School
Certificated Staff
Summative Appraisal Form

Click here for the PDF file of the form.

Adopted: August 10, 1998
Revised: March 13, 2000

Hemingford Public School Certificated Staff

Summative Appraisal Form

Name: _____ Position _____

For the School Year of _____ Building _____

Status: Probationary _____ Permanent _____ Date(s) Observed: _____

Code 1 = Does Not Meet District Expectations; or Code 2 = Meets District Expectations.

Circle 1 or 2. Use space on the right of each expectation or descriptor, or comment section at end, as deemed appropriate. Descriptors are not an exhaustive list. You may place a (-) next to each descriptor that supports a mark of 1 or a (+) next to each descriptor that supports a mark of 2 as deemed appropriate.

A. PRODUCTIVE TEACHING TECHNIQUES

EXPECTATION 1: The Teacher demonstrates effective planning skills.

Effective planning skills may be demonstrated by the following:

1 2

Descriptors: The Teacher:

1. Selects appropriate long-range goals and instructional objectives which reflect the district curriculum.
2. Selects objectives at the correct level of difficult to assure successful learning experiences for students.
3. Plans appropriate time allotments.
4. Selects a variety of teaching methods and procedures along with a variety of student activities.
5. Selects learning content congruent with the prescribed curriculum and with a multicultural view.
6. Identifies available resources for effective use or crates materials to use, if necessary.

EXPECTATION 2: The Teacher implements the lesson plan effectively.

Implementing the lesson plan effectively may be demonstrated by the following:

1 2

Descriptors: The Teacher:

1. Reviews and previews; provides the structure for learning.
2. States instructional objectives and determines relevant content.

3. Models activities congruent with topic begin taught and provides guided practice to reinforce concepts.
4. Utilizes lesson summary techniques.
5. Provides independent practice activities.
6. Provides positive directions for moving from one activity to the next.
7. Checks for understanding.
8. Includes teaching methods and procedures relevant to the objective.
9. Includes relevant student activities.
10. Promotes active participation.
11. Praises, elicits and responds to student questions.
12. Teaches content from a multicultural frame of reference.

EXPECTATION 3: The Teacher uses appropriate motivational strategies with students.

Appropriate motivational strategies may be demonstrated by the following:

Descriptors: The Teacher:

1 2

1. Communicates challenging scholastic expectations to students.
2. Responds positively to students with appropriate feedback.
3. Uses methods and materials to stimulate creative thinking and creative expression.
4. Reflects the contribution, culture and history of a multicultural society.

EXPECTATION 4: The Teacher communicates effectively with students.

Effective communication with students may be demonstrated by the following:

Descriptors: The Teacher:

1 2

1. Speaks clearly.
2. Puts ideas across logically.
3. Uses a variety of verbal and nonverbal techniques.
4. Gives clear, explicit directions.
5. Utilizes probing techniques.
6. Promote respect by communicating effectively with diverse student audiences.

EXPECTATION 5: The Teacher provides students with specific evaluative feedback.

Specific evaluative feedback may be demonstrated by the following:

Descriptors: The Teacher:

1 2

1. Gives written and/or oral comments, as well as scores.
2. Returns test results as quickly as possible.
3. Makes opportunities for one-to-one conferences.
4. Interprets test results to students and parents.

EXPECTATION 6: The Teacher prepares appropriate evaluation activities.

Appropriate evaluation activities may be demonstrated by the following:

Descriptors: The Teacher:

1 2

1. Uses a variety of evaluative methods.
2. Makes methods of evaluation clear and purposeful.
3. Uses pre- and post-tests.

4. Monitors student progress through a series of formative and summative evaluation techniques.
5. Uses tests which reflect course content.
6. Interprets results to students/parents when appropriate.

EXPECTATION 7: The Teacher displays a thorough knowledge of culturally sensitive appropriate curriculum and subject matter.

Knowledge of curriculum and subject matter may be demonstrated by the following:

1 2

Descriptors: The Teacher:

1. Relates specific topics or activities to content area.
 2. Explains topics or activities in context.
 3. Uses appropriate examples and illustrations.
 4. Teaches accurate and up-to-date information.
 5. Identifies the subset of skills that is essential for accomplishing the instructional objective(s) of the lesson.
- EXPECTATION 8: The Teacher identifies and provides opportunities for individual differences.**

1 2

Opportunities for individual differences may be demonstrated by the following:

Descriptors: The Teacher:

1. Uses knowledge of individual students to design educational experiences.
2. Paces learning according to students' mastery of content.
3. Provides extra help and enrichment activities.
4. Presents subject matter which is appropriate for abilities and interests of the students.
5. Provides multimodal instruction to accommodate a variety of learning styles.
6. Uses school and community resources to gain knowledge and understanding of students from diverse backgrounds.
7. Implements Individualized Educational Programs (IEPs) as required.
8. Implements culturally sensitive and appropriate instruction.

EXPECTATION 9: The Teacher sets high expectations for student achievement.

High expectations for student achievement may be demonstrated by the following:

1 2

Descriptors: The Teacher:

1. Establishes expectations for students appropriate to their ability level.
2. Promotes personal goal setting.

B. CLASSROOM ORGANIZATION AND MANAGEMENT

EXPECTATION 10: The teacher promotes appropriate standards for student classroom behavior.

Appropriate standards for human behavior may be demonstrated by the following:

1 2

Descriptors: The Teacher:

1. Manages disruptive behavior constructively in accordance with administrative regulations.

2. Establishes and clearly communicates parameters for student classroom behavior.
3. Demonstrates fairness and consistency in the handling of student problems.
4. Helps students develop efficient learning skills and work habits.
5. Creates a climate in which students display initiative and assume a personal responsibility for learning.

EXPECTATION 11: The Teacher organizes students for effective instruction and time on task.

Organization of students for effective instruction and time on task may be demonstrated by the following:

Descriptors: The Teacher:

1. Uses various grouping techniques for effective instruction.
2. Creates a set of guidelines for students to follow when doing small group work.
3. Provides orientation for new students.
4. Begins class work promptly.
5. Reinforces students who are spending time on task.
6. Minimizes non-instructional student time.

1 2

C. POSITIVE INTERPERSONAL RELATIONS

EXPECTATION 12: The Teacher demonstrates effective interpersonal relationships with colleagues, parents and members of the community.

Appropriate standards for human behavior may be demonstrated by the following:

Descriptors: The Teacher:

1. Manages disruptive behavior constructively in accordance with administrative regulations.
2. Shares ideas, materials and methods with other teachers.
3. Supports and participates in parent-teacher activities.
4. Works well with other teachers and the administration.
5. Provides a climate which opens up communications between the teacher and the parent and responds appropriately to parental concerns.

1 2

EXPECTATION 13: The Teacher demonstrates sensitivity in relating to students, relationships with colleagues, parents and members of the community.

Sensitivity in relating to students may be demonstrated by the following:

Descriptors: The Teacher:

1. Shows awareness of needs and ability to deal with all students.
2. Shows sensitivity to physical development of students and awareness of special health needs of students.
3. Recognizes and responds appropriately to substance abuse by students.
4. Is readily available to all students.
5. Affirms the rights of others to hold differing views or values.
6. Gives criticism which is constructive, praise which is appropriate.
7. Uses discretion in handling confidential information and difficult situations.

1 2

8. Communicates with students emphatically, accurately, and with understanding.

EXPECTATION 14: The Teacher promotes positive self-concept for all students. Promoting positive self-concept may be demonstrated by the following:

Descriptors: The Teacher:

1. Provides opportunities for all students to achieve recognition for constructive behavior.
2. Provides opportunity for each student to meet success regularly.
3. Promotes student self-control.
4. Reinforces student perception that progress is being made.
5. Helps students develop efficient learning skills and work habits.
6. Creates a climate in which students display initiative and personal responsibility for learning.
7. Promotes organizational and study skills.

1 2

D. PROFESSIONAL RESPONSIBILITIES

EXPECTATION 15: The Teacher demonstrates professional growth and development.

Current curriculum and instructional practices may be demonstrated by the following:

Descriptors: The Teacher:

1. Participates in curriculum review, revision, and/or developmental activities.
2. Adapts new teaching practices as they are validated by research and as they properly apply to the adopted model of school learning for the school organization.
3. Participates in workshops, professional conferences, college courses and/or district staff development activities.
4. Studies research and surveys current trends.
5. Incorporates emerging multicultural issues in curriculum content.
6. Establishes challenging professional goals.
7. Strives for improvement through positive participation in fulfillment of professional growth activities to reach the professional growth plan.
8. Exhibits competency of subject matter appropriate for grade/skill levels taught.

1 2

EXPECTATION 16: The Teacher supports building/district regulations and policies.

Supporting school and district regulations and policies may be demonstrated by the following:

Descriptors: The Teacher:

1. Adheres to authorized policies.
2. Selects appropriate channels for resolving concerns/problems.
3. Stays informed regarding policies and regulations applicable to his/her position.
4. Provides accurate data to the school and district as requested for management purposes.

1 2

5. Exercises reasonable responsibility for student management throughout the entire building.
6. Provides adequate plans and procedures for substitute teachers.

EXPECTATION 17: The teacher demonstrates a high level of professionalism and personal qualities.

1 2

A high level of professionalism and personal qualities can be demonstrated by the following:

Descriptors: The Teacher:

1. Is aware of and knowledgeable of the Criteria of Professional Practices for the Teaching Profession, Title 92, Nebraska Administrative Code, and Chapter 27.
2. Adheres to the Criteria of Professional Practices for the Teaching Profession.
3. Possesses mental and physical health sufficient to perform assigned duties, except for temporary disability.
4. Maintains emotional control under stress.
5. Is enthusiastic and positive about teaching.
6. Demonstrates punctuality.
7. Respects the confidential nature of matters relating to pupils, parents, and school personnel.
8. Is concerned about care of facilities, materials, and equipment.
9. Demonstrates sound judgment.
10. Reacts to students, staff, and parents with empathy, fairness, and a sense of humor.
11. Is well groomed and dresses in an appropriate manner.
12. Uses appropriate language including the use of ethnic and gender neutral language.
13. Supports and adheres to school board policy and school regulations.

E. OTHER

EXPECTATION 18: _____

1 2

Descriptors: The Teacher:

(Appraiser may add expectation 18 and descriptors, or add and attach other employee-specific expectations and descriptors, for each additional area or duty to be appraised, which have been determined to be essential functions of the employee’s job, as appropriate under the circumstances. Appraiser may also, as deemed appropriate under the circumstances, interpret, add to, or modify, any of the other listed expectations and descriptors, as they are not intended to constitute an exclusive list.)

Appraiser Comments:

Appraisee Comments (Optional

Performance which is marked (1) "Does Not Meet District Expectations" is deficient and unsatisfactory. Any one expectation marked (1) "Does Not Meet District Expectations" may be cause for a recommendation of termination, cancellation, non-renewal or other adverse action. This form may be used in the future regarding adverse personnel action.

ALL OF THE ABOVE EXPECTATIONS AND DESCRIPTORS, INCLUDING THOSE ADDED OR ATTACHED, ARE ESSENTIAL FUNCTIONS OF THE JOB.

Date of Conference

Appraisee's Signature

Appraiser's Signature

These evaluation policies are not intended to be a contract or a part of a contractual agreement. They are guidelines only. The administration may modify, add to, delete, or alter the process, procedures, number of observations or evaluations, timelines, methods and forms. These policies do not eliminate or restrict the administration's right to assign or reassign teachers. The administration may recommend dismissal or other disciplinary action without remediation or proceeding through any specific level of evaluation, based on any one event, incident, or situation. These policies do not apply to discipline short of ending employment, or to conduct constituting "just cause" for adverse contract action, except to the extent that "incompetency" is the reason for such action.

**Personnel - Certificated
Evaluation/Supervision Responsibility**

410.03

The Board of Education delegates to the administrative staff the responsibility of developing, organizing and implementing a system-wide program of certificated staff evaluation. The Superintendent of Schools shall be responsible for developing and evaluating a comprehensive system of certificated staff member appraisal procedures. The superintendent shall provide training for building principals in the area of supervision and evaluation. The evaluation of the certificated staff is a primary responsibility of the building principal.

The principal is responsible to the students to insure they are provided a quality instructional program with effective instruction.

The principal is responsible to the certificated employees to insure a fair system of evaluation and due process whenever they make recommendations concerning the employee's employment status.

The principal is responsible to the Superintendent and the Board of Education to make clear and accurate recommendations concerning the employment status of certificated staff members under their supervision.

All evaluators of certificated employees shall hold valid Nebraska Administrative Certificates. Administrators shall receive training in the use of the Board adopted evaluation procedure, and training in the fundamentals of supervision and effective certificated employee evaluation.

Uniformity

The instruments utilized by principals in the evaluation and supervision process shall be uniform in content and criteria, shall be provided by the district and applied to all classroom teachers equally. The complete certificated employee evaluation system shall be presented to the Board of Education for approval, and shall upon adoption, become district policy.

Evaluation Criteria

The certificated staff shall be evaluated on the following criteria:

- A. Productive Teaching Techniques
- B. Classroom Organization and Management
- C. Interpersonal Relations
- D. Professional Responsibilities

Adopted: August 10, 1998

Revised: March 13, 2000

Personnel - Certificated

Evaluation/Supervision Formal Visitations

410.04

An in-depth evaluation of a certificated staff member's performance must also include formal visitations. Formal visitations must be announced, and of a duration of at least an entire instructional period or class period. This will give the building principal ample opportunity to observe the manner in which the teacher structures and conducts the lesson; presents the learning activity; interacts with students during the learning activity; makes any assignments which will flow from the learning activity, makes any adjustments to the lesson to accommodate special students, and, finally, brings meaningful closure to the learning activity. It is essential the building principal observe all the components of a good lesson.

Formal Evaluation

a formal evaluation will consist of, at a minimum, one formal classroom visitation, a pre- and post- conference, and a completed “Certificated Staff Summative Appraisal Form.” Formal evaluations will be preceded by a conference with the certificated staff member involved. The pre-observation conference will be used to determine the teacher’s objectives for the lesson, review plans to check for learning, and to identify any specific techniques which the teacher may wish to have observed.

Formal visitations will be summarized by the evaluator and will include statements of observed teacher and student behaviors and suggestions for improvement of instruction. These observations shall be written and shared with the teacher in a scheduled conference within seven working days following a formal classroom visitation. Conferences are vital to the evaluation process in that they should be used as a means of communicating concerns regarding performance as well as providing reinforcement concerning good teaching practices.

Formal or informal visitations, conferences and summaries, in situations where certificated employees are having difficulty meeting district expectations, may be conducted more frequently at the discretion of the principal. If the building principal determines that deficiencies do exist, he/she shall provide the certificated employee with a written communication specifying the deficiencies, suggestions on how to correct the deficiencies, and a clear time line for removal of the deficiencies.

Certificated employees shall be provided with the district’s evaluation policies. The policies and procedures for the evaluation of certificated employees shall be reviewed on an annual basis with the employees.

Adopted: August 10, 1998

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated

Evaluation/Supervision Time Line

410.05

Tenured certificated staff members shall be formally evaluated at a minimum once each year.

Probationary certificated staff members shall be formally evaluated at a minimum once each semester.

Evaluation Instrument

the “Certificated Staff Summative Appraisal Form” correlates with the Performance Standards for Certificated Employees as adopted by the Board of Education. It shall be utilized to summarize the performance of certificated staff members and will be completed by the evaluator and shared with the staff member once each semester with probationary certificated employees and once each year with permanent or tenured status employees. A copy shall be retained by the principal, a copy furnished to the staff member and the original with all supporting documentation filed in the personnel file at the office of the Superintendent. The form may be used by evaluators to assess the performance of a teacher during observations should the principal choose to do so as a means of communication with the teacher. In such instances the final summary shall not necessarily be an “average” of the assessment of classroom observations.

Certificated Staff Members with Multiple Building Assignments

a home building assignment will be given to each certificated staff member who teaches in multiple buildings. The principal of the home building will be the primary evaluator and will be responsible for the completion of the formal evaluation. However, both principals will have an opportunity to make classroom visitations and share in the completion of the evaluation summary.

Adopted: August 10, 1998

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated

Evaluation/Supervision Personnel Files

410.06

Personnel files for each certificated employee will be maintained in the office of the superintendent. All evaluation instruments and documents shall be filed in the personnel file. Evaluation information not gathered in direct classroom observation can become part of the file provided the information is documented, dated and signed by the employee and principal. Signed statements by parents, students or other school personnel can be included in the file if the certificated employee is made aware of this information. At all times the principal shall provide the certificated employee an opportunity to respond with a written response to any file information used in the evaluation process. The certificated employee has five working days to respond after receiving the information.

Adopted: August 10, 1998

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated

Evaluation - Performance Standards

410.07

The Board of Education has adopted the following expectations as the criteria upon which the performance of certificated employees in the Hemingford Public Schools will be measured. These expectations become the standards which govern the performance of certificated employees in the Hemingford Public Schools. All certificated classroom employees shall be evaluated utilizing these performance standards.

A certificated employee has been defined as a teacher, counselor, or media specialist employed by the Hemingford Public Schools. The building principal should understand that some of these standards may not apply directly to the performance of counselors and media specialists. Building principals may do a narrative type of evaluation summary on these employees based upon their job description and the standards that do apply.

A. PRODUCTIVE TEACHING TECHNIQUES

EXPECTATION 1: The Teacher demonstrates effective planning skills.

Effective planning skills may be demonstrated by the following:

Descriptors: The Teacher:

1. Selects appropriate long-range goals and instructional objectives which reflect the district curriculum.
2. Selects objectives at the correct level of difficult to assure successful learning experiences for students.
3. Plans appropriate time allotments.
4. Selects a variety of teaching methods and procedures along with a variety of student activities.
5. Selects learning content congruent with the prescribed curriculum and with a multicultural view.
6. Identifies available resources for effective use or crates materials to use, if necessary.

Adopted: August 10, 1998

Revised: March 13, 2000

Personnel - Certificated

Evaluation - Performance Standards

410.07

(Continued)

EXPECTATION 2: The Teacher implements the lesson plan effectively.

Implementing the lesson plan effectively may be demonstrated by the following:

Descriptors: The Teacher:

1. Reviews and previews; provides the structure for learning.
2. States instructional objectives and determines relevant content.
3. Models activities congruent with topic begin taught and provides guided practice to reinforce concepts.
4. Utilizes lesson summary techniques.
5. Provides independent practice activities.
6. Provides positive directions for moving from one activity to the next.
7. Checks for understanding.
8. Includes teaching methods and procedures relevant to the objective.
9. Includes relevant student activities.
10. Promotes active participation.
11. Praises, elicits and responds to student questions.
12. Teaches content from a multicultural frame of reference.

EXPECTATION 3: The Teacher uses appropriate motivational strategies with students.

Appropriate motivational strategies may be demonstrated by the following:

Descriptors: The Teacher:

1. Communicates challenging scholastic expectations to students.
2. Responds positively to students with appropriate feedback.
3. Uses methods and materials to stimulate creative thinking and creative expression.
4. Reflects the contribution, culture and history of a multicultural society.

EXPECTATION 4: The Teacher communicates effectively with students.

Effective communication with students may be demonstrated by the following:

Descriptors: The Teacher:

1. Speaks clearly.
2. Puts ideas across logically.
3. Uses a variety of verbal and nonverbal techniques.
4. Gives clear, explicit directions.
5. Utilizes probing techniques.
6. Promote respect by communicating effectively with diverse student audiences.

Adopted: August 10, 1998

Revised: March 13, 2000

Personnel - Certificated

Evaluation - Performance Standards

410.07

Continued)

EXPECTATION 5: The Teacher provides students with specific evaluative feedback. Specific evaluative feedback may be demonstrated by the following:

Descriptors: The Teacher:

1. Gives written and/or oral comments, as well as scores.
2. Returns test results as quickly as possible.
3. Makes opportunities for one-to-one conferences.
4. Interprets test results to students and parents.

EXPECTATION 6: The Teacher prepares appropriate evaluation activities.

Appropriate evaluation activities may be demonstrated by the following:

Descriptors: The Teacher:

1. uses a variety of evaluative methods.
2. Makes methods of evaluation clear and purposeful.
3. Uses pre- and post- tests.
4. Monitors student progress through a series of formative and summative evaluation techniques.
5. Uses tests which reflect course content.
6. Interprets results to students/parents when appropriate.

EXPECTATION 7: The Teacher displays a thorough knowledge of culturally sensitive appropriate curriculum and subject matter.

Knowledge of curriculum and subject matter may be demonstrated by the following:

Descriptors: The Teacher:

1. Relates specific topics or activities to content area.
2. Explains topics or activities in context.
3. Uses appropriate examples and illustrations.
4. Teaches accurate and up-to-date information.
5. Identifies the subset of skills that is essential for accomplishing the instructional objective(s) of the lesson.

Adopted: August 10, 1998

Revised: March 13, 2000

Personnel - Certificated

Evaluation - Performance Standards

410.07

(Continued)

EXPECTATION 8: The Teacher identifies and provides opportunities for individual differences.

Opportunities for individual differences may be demonstrated by the following:

Descriptors: The Teacher:

1. Uses knowledge of individual students to design educational experiences.
2. Paces learning according to student's mastery of content.
3. Provides extra help and enrichment activities.
4. Presents subject matter which is appropriate for abilities and interests of the students.
5. Provides multi modal instruction to accommodate a variety of learning styles.
6. Uses school and community resources to gain knowledge and understanding of students from diverse backgrounds.
7. Implements Individualized Educational Programs (IEPs) as required.
8. Implements culturally sensitive and appropriate instruction.

EXPECTATION 9: The Teacher set high expectations for student achievement.

High expectations for student achievement may be demonstrated by the following:

Descriptors: The Teacher:

1. Establishes expectations for students appropriate to their ability level.
2. Promotes personal goal setting.

B. ORGANIZED, STRUCTURED CLASS MANAGEMENT

EXPECTATION 10: The teacher promotes appropriate standards for student classroom behavior.

Appropriate standards for human behavior may be demonstrated by the following:

Descriptors: The Teacher:

1. Manages disruptive behavior constructively in accordance with administrative regulations.
2. Establishes and clearly communicates parameters for student classroom behavior.
3. Demonstrates fairness and consistency in the handling of student problems.
4. Helps students develop efficient learning skills and work habits.
5. Creates a climate in which students display initiative and assume a personal responsibility for learning.

Adopted: August 10, 1998

Revised: March 13, 2000

Personnel - Certificated

Evaluation - Performance Standards

410.07

(Continued)

EXPECTATION 11: The Teacher organizes students for effective instruction and time on task.

Organization of students for effective instruction and time on task may be demonstrated by the following:

Descriptors: The Teacher:

1. Uses various grouping techniques for effective instruction.
2. Creates a set of guidelines for students to follow when doing small group work.
3. Provides orientation for new students.
4. Begins class work promptly.
5. Reinforces students who are spending time on task.
6. Minimizes non instructional student time.

C. POSITIVE INTERPERSONAL RELATIONS

EXPECTATION 12: The Teacher demonstrates effective interpersonal relationships with colleagues, parents and members of the community.

Appropriate standards for human behavior may be demonstrated by the following:

Descriptors: The Teacher:

1. Manages disruptive behavior constructively in accordance with administrative regulations.
2. Shares ideas, materials and methods with other teachers.
3. Supports and participates in parent-teacher activities.
4. Works well with other teachers and the administration.
5. Provides a climate which opens up communications between the teacher and the parent and responds appropriately to parental concerns.

EXPECTATION 13: The Teacher demonstrates sensitivity in relating to students, relationships with colleagues, parents and members of the community.

Sensitivity in relating to students may be demonstrated by the following:

Descriptors: The Teacher:

1. Shows awareness of needs and ability to deal with all students.
2. Shows sensitivity to physical development of students and awareness of special health needs of students.
3. Recognizes and responds appropriately to substance abuse by students.
4. is readily available to all students.
5. Affirms the rights of others to hold differing views or values.
6. Gives criticism which is constructive, praise which is appropriate.
7. Uses discretion in handling confidential information and difficult situations.
8. Communicates with students emphatically, accurately, and with understanding.

Adopted: August 10, 1998

Revised: March 13, 2000

Personnel - Certificated
Evaluation - Performance Standards
(Continued)

410.07

EXPECTATION 14: The Teacher promotes positive self-concept for all students. Promoting positive self-concept may be demonstrated by the following:

Descriptors: The Teacher:

1. Provides opportunities for all students to achieve recognition for constructive behavior.
2. Provides opportunity for each student to meet success regularly.
3. Promotes student self-control.
4. Reinforces student perception that progress is being made.
5. Helps students develop efficient learning skills and work habits.
6. Creates a climate in which students display initiative and personal responsibility for learning.
7. promotes organizational and study skills.

D. PROFESSIONAL RESPONSIBILITIES

EXPECTATION 15: The Teacher demonstrates professional growth and development. Current curriculum and instructional practices may be demonstrated by the following:

Descriptors: The Teacher:

1. Participates in curriculum review, revision, and/or developmental activities.
2. Adapts new teaching practices as they are validated by research and as they properly apply to the adopted model of school learning for the school organization.
3. Participates in workshops, professional conferences, college courses and/or district staff development activities.
4. Studies research and surveys current trends.
5. incorporates emerging multicultural issues in curriculum content.
6. Establishes challenging professional goals.
7. Strives for improvement through positive participation in fulfillment of professional growth activities to reach the professional growth plan.
8. Exhibits competency of subject matter appropriate for grade/skill levels taught.

Adopted: August 10, 1998
Revised: March 13, 2000

Personnel - Certificated
Evaluation - Performance Standards
(Continued)

410.07

EXPECTATION 16: The Teacher supports building/district regulations and policies. Supporting school and district regulations and policies may be demonstrated by the following:

Descriptors: The Teacher:

1. Adheres to authorized policies.
2. selects appropriate channels for resolving concerns/problems.
3. Stays informed regarding policies and regulations applicable to his/her position.
4. Provides accurate data to the school and district as requested for management purposes.
5. Exercises reasonable responsibility for student management throughout the entire building.
6. Provides adequate plans and procedures for substitute teachers.

EXPECTATION 17: The teacher demonstrates a high level of professionalism and personal qualities. A high level of professionalism and personal qualities can be demonstrated by the following:

Descriptors: The Teacher:

1. is aware of and knowledgeable of the Criteria of Professional Practices for the Teaching Profession, Title 92, Nebraska Administrative Code, and Chapter 27.
2. Adheres to the Criteria of Professional Practices for the Teaching Profession.
3. Possesses mental and physical health sufficient to perform assigned duties, except for temporary disability.
4. Maintains emotional control under stress.
5. is enthusiastic and positive about teaching.
6. Demonstrates punctuality.
7. Respects the confidential nature of matters relating to pupils, parents, and school personnel.
8. Is concerned about care of facilities, materials, and equipment.
9. Demonstrates sound judgment.
10. Reacts to students, staff, and parents with empathy, fairness, and a sense of humor.
11. Is well groomed and dresses in an appropriate manner.
12. Uses appropriate language including the use of ethnic and gender neutral language.
13. Supports and adheres to school board policy and school regulations.

Adopted: August 10, 1998

Revised: March 13, 2000

Hemingford Public Schools – District 10

**Personnel - Certificated
Probationary/Tenure Status**

411

A probationary certificated employee is one who has not been granted tenure. A certified employee becomes tenured following the year that he or she acquires three or more full-time equivalent years of employment. For example: An employee who works three-fifths time would be probationary for five (5) years ($5 \times .6 = 3.0$) and would become tenured in the sixth year. A full time teacher becomes tenured following the completion of their third year of probationary status.

Nebraska State Statute shall govern the tenure or probationary status of District #10 certified employees.

Adopted: March 13, 2000
Reviewed:

Hemingford Public Schools – District 10

**Personnel - Certificated
Resignation**

411.01

Teachers may end their employment with District #10 by not timely returning a signed contract or contract amendment or a letter of resignation requesting their employment be terminated with District #10. Teachers who for any reason intend to resign or who intend to retire are encouraged to indicate their plans to the Superintendent of Schools at a date as early in the school year as a teacher's plans become firm and the decision to leave the district is known. Resignations become effective at the end of the school year in which they are submitted and upon Board of Education acceptance. Resignations to become effective earlier than at the end of the school year require a release by the Board of Education and must be considered on an individual basis.

Resignations submitted after the acceptance of employment for the upcoming year has occurred, will be accepted only at the discretion of the Board of Education, upon recommendation by the superintendent. The recommendation will be made based upon the availability of a suitable replacement.

Adopted: March 13, 2000
Revised: February 11, 2002

Personnel - Certificated

Reduction in Force (Layoff/Rehire) Definitions

411.02

a. Reduction in Force. A reduction in force in the termination or amendment of a certificated employee's contract due to a surplus of staff. Reduction in force shall include the actions of:

1. Termination of a certificated employee's employment contract;
2. The reduction in the percentage of employment of one or more certificated staff members, without regard to whether the number or percentage of employment of the certificated staff overall may be increased by other hiring or increases in the percentage of employment of other employees;
3. Any transfer or reassignment of a certificated employee when such transfer or reassignment will result in 1) less responsibility; 2) less prestige; and 3) a reduction in salary.

b. Surplus of Staff. A "surplus of staff" shall occur when the Board of Education shall have made a finding that there exists a "surplus of staff" after a consideration of any one or more of the following criteria:

1. Financial exigency, including budgetary considerations, or lack of funds;
2. Decline in enrollment;
3. Loss of funding (state or federal) for the financing of programs in which certificated employees are employed, including extra curricular programs;
4. The change in any federal or state law or regulation requiring affirmative action employment practices thereby creating a surplus of staff;
5. Any state or federally mandated program requiring the reduction in force;
6. Certificated employees returning from leave;

Adopted: December 9, 1996

Revised: March 13, 2000

Personnel - Certificated

Reduction in Force (Layoff/Rehire) Definitions

411.02

(Continued)

7. Changes in staffing needs;
8. Changes in curriculum and program offerings;
9. Reduction in revenues from state aid; and
10. Reduction in revenues from federal aid.

c. **Certificated Employee.** The term "certificated employee" shall be as defined in Nebraska Statutes.

d. **Uninterrupted Service.** The term "Uninterrupted Service" shall be defined as the number of continuous full-time equivalent years of employment in the District as a teacher. A full-time equivalent year is defined as employment on a full-time basis for an entire school year. Less than full-time employment would reduce the employee's full-time equivalent employment for the school year. An employee employed on a half-time basis would be credited with one-half year of full-time equivalent employment. A break in service will terminate an employee's uninterrupted service under this provision. That period of time when a certificated employee is on a leave of absence shall not constitute a break in service; however, any year of absence or fraction of the year of absence will not count as a year of employment for the purpose of determining the length of a certificated employee's uninterrupted service.

e. **Waive Recall.** The term "waive recall" or "waiver of right of recall" shall mean the declination of a person whose employment has been terminated because of reduction in force to accept employment to fill a vacancy for which he or she is qualified by reason of statute.

Adopted: December 9, 1996

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated

Personnel Reduction (Layoff/Rehire) Contract Termination

411.03

Termination/amendment of Contract. Whenever the Board of Education shall find that there is a "surplus of staff", then the Board of Education may proceed with a reduction in force including any one or more of the following actions:

- a. The termination of a certificated employee's employment contract with the District;
- b. The amendment of a certificated employee's employment contract by the reduction in the percentage of employment of one or more certificated staff members, without regard to whether the number or percentage of employment of the certificated staff overall may be increased by other hiring or increases in the percentage of employment of other employees;

Adopted: December 9, 1996

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated

Personnel Reduction (Layoff/Rehire)

411.04

Change of Circumstances

No reduction in force shall occur until such time as the Board of Education along with the assistance of the School District administration shall determine that a change of circumstances has occurred necessitating a reduction in force. The change in circumstances shall specifically relate to the teacher or teachers to be reduced in force, and no reduction in force shall occur as to any particular certificated employee until such time that Board shall find that there are no other vacancies on the staff for which the employee to be reduced is qualified by endorsement or professional training to perform.

Adopted: December 9, 1996

Revised: March 13, 2000

Personnel - Certificated

Personnel Reduction (Layoff/Rehire) Criteria

411.05

Evidence and Criteria; Non-Prioritized. After a finding of change of circumstances by the Board of Education necessitating the reduction in force, the Board of Education may consider evidence and criteria for the purpose of determining those certificated employees affected by a reduction in force. After a consideration of evidence and criteria, the Board shall make a finding as to what certificated employees are affected by the reduction in force, and Board shall further find whether or not there exists other vacancies on the staff for which the affected certificated employees may be qualified by endorsement of professional training to perform. The evidence and criteria may include, but is not limited to the following criteria/evidence, and such criteria/evidence shall be non-prioritized regardless of the order in which the same shall be listed hereunder. The criteria/evidence that the Board of Education may consider for the purpose of their decision, as may be permitted by law and equity for the best interest of the School District, may include any one or more of the following:

- a. Endorsement(s) of the certificated employee. No endorsement shall be considered by the Board of Education as evidence or criteria pursuant to this policy, if such endorsement has not been filed by the employee with the Superintendent of the District on or before February 1 of the year when such reduction in force is being considered;
- b. Qualifications and training of certificated employee, including multiple job skills recently or currently being performed by the employee;
- c. Longevity;
- d. Competency in an endorsed area, including the knowledge, skills and abilities of the employee;
- e. Recommendations of the administrative staff;
- f. Priority of educational programs;

Adopted: December 9, 1996

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated

Personnel Reduction (Layoff/Rehire)Criteria

411.05

Continued)

- g. Educational background or degrees;
- h. Contribution to school activities programs, including extra curricular duties;
- i. Experience and training;
- j. Qualification by experience in areas other than the area of endorsement;
- k. The accreditation plan chosen for the school district;
- l. The evaluations of the employee, so long as such evaluations have been conducted pursuant to the applicable state law, rules and regulations. Such evaluations shall only be considered so long as the District (administration) have conducted evaluations on all personnel affected by the reduction in force policy, and further so long as such evaluations have been conducted pursuant to the state plan submitted by the District to the Nebraska Department of Education and as approved by the Department.
Such evaluation procedure shall include but not be limited to the requirement that each probationary employee be evaluated at least once each semester for one period, each tenured employee be evaluated at least once each year for one period, and an evaluation form approved by the Nebraska State Board of Education shall have been properly completed and included in the employee file. The performance appraisal of the employee may include any recent or pending disciplinary actions involving the employee;
- m. The employment policies and staffing needs of the District together with contracts, ordinances, and statutes related thereto;
- n. Any federal, state or local certifications or licenses required of any certificated employee for consideration of retention or reassignment within the District to a specific program; and
- o. Class size.

Adopted: December 9, 1996

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated

Personnel Reduction (Layoff/Rehire) Reassignment

411.06

Reassignment; Tenure vs. Probationary. The employment contract of a permanent or tenured employee shall not be subject to this policy of reduction in force while a probationary employee is retained to render a service which such permanent or tenured employee is qualified by reason of certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

In the event of reemployment and reassignment of the employee to a vacant position, such employee shall resume the position on the salary schedule, and retain all benefits earned prior to reduction indicated by his or her experience and training, except that the length of time represented by the break in service shall not be included as service for the District.

No employee subject to reduction in force or reassignment shall be permitted to claim or to be assigned into an administrative position. Administrative positions, due to their confidential and unique personal working relationship necessary between the administration and the Board of Education, are not subject to assignment to a certificated employee who is not currently serving in a predominantly administrative capacity.

Adopted: December 9, 1996

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated

Personnel Reduction (Layoff/Rehire) Dismissal with honor

411.07

Any employee whose contract shall be terminated because of reduction in force shall be considered to have been dismissed with high honor and upon request be provided a letter to that effect. Such employee shall have preferred rights to reemployment for a period of twenty-four months commencing at the end of the contract year; and the employee shall be recalled on the basis of length of service to the school for any position for which he or she is qualified by endorsement or college preparation to teach.

The employee shall, upon reappointment, retain any benefits which have accrued for the employee prior to termination, but such leave of absence shall not be considered as a year of employment by the District. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to a subsequent recall. Any employee having a right of recall shall inform the administration of the School District of his or her mailing address. In the event that the employee shall change his or her mailing address, then notification of such change shall be provided to the administration for the School District in writing. The School District shall only be obligated to serve notice of any position subject to recall by mailing notice to the last known address provided by the employee to the District. The failure of the employee to provide a current address to the District shall not have a current address for serving notice upon the employee.

Adopted: December 9, 1996

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Personnel Reduction (Layoff/Rehire) 411.08
Time Line

Time Line. Notice to any one or more certificated employees of possible termination, non renewal or amendment of employment because of reduction in force shall be given to such employees on or before April 15 of the year proceeding the school year in which the reduction in force shall take effect.

Adopted: December 9, 1996

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Personnel Reduction (Layoff/Rehire) 411.09
Notice/Hearing

Each certificated employee who shall be given a notice that his or her contract of employment may be subject to termination, amendment or change pursuant to this reduction in force policy shall have the right to a hearing and the conduct of a hearing under the termination procedures of Nebraska State Statutes as those statutes are applied for the benefit of a probationary employee when the contract is with a probationary employee, and as those statutes are applied for the benefit of a tenured employee when the contract of tenured employee is being considered.

Adopted: December 9, 1996

Revised: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Personnel Reduction (Layoff/Rehire) 411.10
General

Any action taken to effect a reduction in force by Hemingford Public Schools shall be consistent with the provisions of the Nebraska State Statutes. If any term or condition of this policy shall be held to be invalid, illegal or unenforceable, the validity of all other terms and conditions of this policy hereof shall in no way be affected by the declaration or determination of the invalidity or unenforceability of such condition or term.

Adopted: December 9, 1996

Revised: March 13, 2000

Procedures for the dismissal of certificated employees are governed by state law and all actions of the School District and the Board, as well as the rights and privileges of employees, are clearly identified in the statutes. Certificated employees are dismissed when they have been unable to achieve professional standards of teaching competencies as reflected through the district program of teacher evaluation.

Probationary Certificated Employees

The Superintendent or Superintendent's designee may take action with regard to a certificated employee's performance or conduct which is reasonably necessary to assist the certificated employee and for the schools purposes which action may consist of counseling, an oral reprimand, written reprimand, suspension without pay for not to exceed thirty (30) working days, or the Superintendent or Superintendent's designee may determine that it is appropriate to consider whether the contract of such probationary certificated employee should be amended or not renewed for the next school year.

Prior to taking action other than recommending non-renewal or termination of the probationary certificated employee's contract, the certificated employee shall be advised of the alleged reasons for the proposed action and shall be given an opportunity to present his or her version of the facts. The certificated employee may proceed under the school district's grievance procedure as adopted by board policy or within seven (7) calendar days after the Superintendent or Superintendent's designee takes such action, and may challenge the decision through the administrative chain of command.

Hearing Rights

In the event that a probationary certificated employee's contract is being considered for amendment or non-renewal, such certificated employee shall be given written notice that the school board will consider the amendment or non-renewal of such certificated employee's contract for the ensuing school year. Upon request of the certificated employee, notice shall be provided which shall contain the written reasons for such proposed amendment or non-renewal and shall be sufficiently specific so as to provide such employee the opportunity to prepare a response and the reasons set forth in the notice shall be employment related.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Dismissal of Certificated Employees, (Cont.) (412)
Probationary Certificated Employee Hearing Rights

The school board may elect to amend or not renew the contract of a probationary certificated employee for any reason it deems sufficient subject to the constitutional rights of the employee. Notice of such intention shall be made by the secretary of the board on or before April 15 of the school year affected.

If within seven (7) calendar days after receipt of the notice herein referred to, the probationary certificated employee makes a written request to the Secretary of the School Board or the Superintendent or the Superintendent's designee, the employee shall be entitled to a hearing before the School Board. While such a hearing shall not be a formal due process hearing and shall be informal in nature, it shall be the right of the probationary Certificated employee either in his or her own right or by his or her representative to be afforded the opportunity to discuss and explain to the school board his or her position with regard to continued employment, to present information and to ask questions of those appearing on behalf of the school district. Prior to scheduling of action or a hearing on the matter, if requested, it shall be the right of the certificated probationary employee to have the notice of possible amendment or non-renewal and the reason supporting possible amendment or non-renewal to be consider a confidential employment matter and the same shall not be released to the public or any news media absent any statute to the contrary. Further, it if is requested by the employee that such hearing on the matter be held in closed session or if such request is made by his or her representative, then upon an affirmative vote of a majority of the board members present and voting such hearing shall be held in closed session, but the formal action of the school board for non-renewal or amendment shall be made in open session.

At any time prior to holding a hearing or prior to final determination by the school board to amend or not to renew the contract of a probationary certificated employee, such employee may submit a letter of resignation for the ensuing year, which resignation shall be accepted by the School Board.

If the contract of any probationary certificated employee is being considered for amendment or termination during the school year, such employee shall be entitled to all rights afforded a permanent certificated employee under the formal due process hearing procedures set forth further herein.

Adopted: March 13, 2000

Permanent Certificated Employees

The contract of a permanent certificated employee shall be deemed continuing and shall be renewed and remain in full force and effect unless amended or terminated in accordance with applicable law. The school board by vote of the majority of its members may determine that such permanent certificated employee's contract shall be amended or terminated for any of the following reasons:

1. Statutorily defined "just cause" which shall mean incompetency, neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity, failure to give evidence of professional growth as defined by law and this policy, and such performance of duties, or such other grounds as may from the adoption of the date of this policy be lawfully defined as constituting "just cause".
2. Reduction-in-force or change of leave of absence policies.
3. Failure of the certificated employee upon written request of the School Board or the Administrators of the School District to accept employment for the next school year within the time designated in the request provided, however, that the certificated employee shall not be required to signify such acceptance prior to March 15 of each year.
4. Revocation, cancellation, suspension, or termination of the certificated employee certificate.

Failure to give evidence of professional growth shall be construed by the School Board of the District to mean a failure to obtain at least six semester hours of college credit every six years or equivalent alternatives.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Dismissal of Certificated Employees, (Cont.) (412)

When the board is considering amending or terminating the contract of employment of a permanent certificated employee, such employee shall be entitled to the due process requirements of a formal hearing, which hearing shall be held as follows:

1. Notification to the permanent certificated employee shall be made in writing at least five (5) days prior to any such hearing which notification shall set forth the grounds alleged for such possible amendment or termination of the employee's contract.
2. Upon request of such employee at least five (5) days prior to the hearing, the employee shall be notified of any witnesses who will be called to testify against him or her and such employee shall have an opportunity to examine any documents that will be presented at the hearing.
3. The employee shall have the right to be represented by counsel and shall have an opportunity to cross examine all witnesses and to examine all documents and to present evidence material to the issues presented in the notification of the grounds for proposed action on the contract by the board.
4. Due and proper notice of the hearing shall be made in a timely and reasonable manner but shall in no case be less than three (3) days in advance of such hearing unless there be some provision of law which shall require greater notice.
5. Upon affirmative vote of a majority of the school board's members present and voting and upon specific requests of the certificated employee or his or her representative, the hearing shall be conducted in a closed session but the formal action of the board shall be taken in open session, provided, however, that nothing in this policy shall be construed to require the holding of any such hearing which is in any manner contrary to law.
6. A majority of the members of the school board shall render its decision to amend or terminate a permanent certificated employee's contract, based solely upon the evidence produced at the hearing, and shall reduce its findings and determinations to writing, and shall deliver a written copy thereof to the certificated employee on or before May 15 or as otherwise provided for in this policy.

Adopted: March 13, 2000

After providing the opportunity for a hearing on cancellation, termination, or non-renewal of any certificated employee, except when reduction in force is the reason given for possible termination, and when just cause can be shown, the school board may impose such other sanctions, other than termination, cancellation, or non-renewal of contract, as may be agreed upon by the parties, provided, however, that nothing in this policy shall be construed to vest any right in any employee to any other such sanction. The board shall be entitled to take into consideration in any hearing herein provided for with regard to any certificated employee, the fact that other similar action has been taken and that action may be considered for a period of five years following the date of such action.

The board may, regarding any hearing herein provided for, on its own behalf, or upon the request of the certificated employee or his or her representative, or at the request of the school district administration or the Superintendent or the Superintendent's designee, subpoena and compel the attendance of witnesses residing either within or without the state for the purpose of appearing and testifying at any hearing provided for in this act, and for the purpose of having such witness depositions taken in the manner prescribed by law for the taking of depositions in civil actions in the district court, and may issue subpoenas for the production of any papers, books, accounts, and documents to be used at any such hearing.

Any school board, upon written request, may grant a leave of absence to a permanent certificated employee for such reason as the school board deems appropriate, subject to any rules presently provided or which may subsequently be made governing such leaves of absence. During such leave of absence the permanent certificated employee shall not lose any rights he or she may have as a permanent certificated employee but during any such leave of absence his or her seniority and placement on any salary schedule shall remain at such place as it was at the first date of the taking of such leave of absence.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Dismissal of Certificated Employees, (Cont.) (412)

A school board may require a permanent certificated employee because of physical disability or sickness to take a leave of absence for a period not exceeding one year. In a case where such required leave is sought by the school board, the hearing procedures and all procedures leading to a hearing are to be followed, and the rights of such employees shall be the same as those made for a termination or amendment of contract of a permanent certificated employee.

Nothing in this policy shall be construed to provide any certificated employee a right to a specific assignment but each certificated employee has a right to be assigned to duties for which he or she is qualified by reason of certification, endorsement or college preparation, so long as such position exists within the district and so long as such assignment is not contrary to reduction in force policies or other policies or applicable law.

Legal Reference: 79-824 through Tenure

79-842

79-847 through Reduction in Force

79-848

79-836 Formal Due

Process Hearing; Employee

Rights; How conducted;

School Board Decision;

School Board; Additional

Sanctions authorized; when.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Suspension

412.01

The Superintendent of Schools is granted the authority by the Board of Education to suspend at any time a teacher with pay if he/she determines it to be in the best interest of District #10.

Adopted: March 13, 2000

Teachers must consider teaching school their primary job, to which their allegiance and energy are due. Regardless of social or business commitments, teaching should come first. The success of any organization depends on the cooperation of its members. The continued growth and progress of the school system depends on the wholehearted zeal of the staff, both teaching and non-teaching members, in working together.

The duties and functions of a classroom teacher are those of a normal teaching situation and are determined to a great extent by the building principal and the existing educational philosophy of the system.

The teacher is expected to develop and maintain a professional attitude toward his or her role as an educator. The teacher must constantly endeavor to improve professional competency through a thorough knowledge of his or her subject and a mastery of the most effective methods of presenting it. It is the responsibility of the teacher to keep informed of the many new concepts of education and interpret these concepts in the instruction of the people in the teacher's area.

The teacher is encouraged to become an integral part of the community, enjoying and sharing the duties and privileges of citizenship, yet both private and public life must be tempered by such discretion and judgment as to, at all times, maintain respect for the teaching profession.

Teaching is basic to all professions, to the development of new concepts and the modification of old concepts; to the hopes and aspirations of all people. Without teachers and teaching, all commercial, professional, and social institutions would rapidly deteriorate. The teacher should be proud to be a member of a profession which plays such an important role in democracy, and the district pledges to upgrade the teaching profession through its policies.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Civil and Legal Rights

412.03

Consistent with the accepted ethical standards for the education profession, with the statutes and constitution of the state and with the Constitution and Bill of Rights of the United States of America, teachers shall have full rights of citizenship and the exercise thereof.

Adopted: March 13, 2000

Hemingford School District #10 employees and students are prohibited from engaging in sexual harassment, retaliating against a person for reporting sexual harassment, or aiding and abetting sexual harassment of any student or employee.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. This includes, but is not limited to:

1. making submission to or rejection of such conduct the basis of employment decisions affecting the employee;
2. creating an intimidating, hostile or offensive working or learning environment by such conduct;
3. offenses of sexual flirtation;
4. advances or propositions;
5. a display of sexually suggestive objects or pictures;
6. demanding sexual favors accompanied by implied or overt threats, or
7. any other offensive or abusive physical contact.

Any employee or student who believes that he or she has been subjected to sexual harassment should report the alleged act directly to his/her teacher, principal or immediate supervisor.

Upon receipt of any report of what is believed to be sexual harassment, the teacher, principal, supervisor or other person notified shall notify the superintendent after which an investigation shall be immediately undertaken. The results of the investigation, or, if not completed, the status of the investigation will be discussed with the reporting party within ten (10) days after the sexual harassment has been reported. All investigations shall be completed and the results will be produced in a written form and provided to the reporting party and the subject of the investigation within twenty (20) days after the sexual harassment has been reported.

Adopted: March 13, 2000

In the event a student believes he/she has been sexually harassed by his teacher, a student may report the incident directly to the principal. In the event an employee believes he/she has been sexually harassed by his/her immediate supervisor, the employee may report the incident directly to the superintendent. In the event any person believes he/she is being sexually harassed by the superintendent, the incident should be reported directly to the Board of Education.

All staff members and students are assured that they may file a complaint or assist an investigation without fear of retaliation by any supervisor, administrator or teacher or the alleged harasser. Any complaints of retaliation will be promptly investigated and subject to disciplinary action.

Complaints and cases of sexual harassment will be handled promptly. Any employee or student who violates this policy shall be subject to disciplinary action according to the findings of the investigation. Disciplinary action may include any of the following: warnings, a verbal or written reprimand, job transfer, suspension or termination (or in the case of a student, suspension or expulsion).

Training is the key in establishing a prevention plan for sexual harassment. Yearly training sessions for all employees and students concerning right and legal options will be established. New employee orientation sessions will include training in sexual harassment. Administrators and supervisors will be trained in how to keep the school free from sexual harassment and how to handle sexual harassment complaints.

Any employee or student not satisfied with the decision and action taken by the administration may petition the Board of Education to take further action. All appeals must be filed within (10) days of receipt of the results of the investigation. The Board will issue a written response to an appeal within fifteen (15) days of its receipt.

Copies of this policy will be distributed to all current and new employees. The policy will be posted in areas where all employees will have the opportunity freely to review it.

Adopted: March 13, 2000

Instructional personnel are expected to exercise their constitutionally guaranteed right to freedom of expression. The board recognizes that no freedom is absolute, and that in this case restrictions come from at least three sources:

1. Legal

Governing bodies can, within frequently defined limits, restrict freedom of speech, as for example within the "clear and present danger" doctrine of the United States Supreme court. Differences of opinion on acceptable regulation of freedom of speech in this sector may be resolved only by legal action.

2. Societal

Communities vary in what they will tolerate in classroom discussion. Limits of such tolerance change with time and place. Differences of opinion between teachers and community feelings may not so much be a better for court adjudication as for tolerance on the part of each contender for the other's position.

3. Professional

Teachers and their organizations must themselves decide that effect insisting on exercising freedom of speech, or accepting some degree of regulation thereof, will have on their role as teachers, on their ultimate effectiveness in the education process.

The board requests that any differences of opinion about exercises of abridgment of freedom of speech within or among members of the board, staff, and especially instructional personnel be reviewed by all parties concerned in the light of the above three factors.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Professional Responsibilities

412.06

The Board of Education, District #10 adopts Nebraska Administrative Code, Chapter 27, “Regulations and Standards for Professional Practices Criteria” as the code of ethics required of them as a professional educator, and employee of District #10.

Teachers shall be provided a copy of this code. Nebraska Administrative Code, Chapter 27, "Regulations and Standards for Professional Practices Criteria" is attached to this policy.

Attach Current Copy of Chapter 27.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Dress and Grooming

412.07

The teaching personnel employed by the district are selected on the basis of professional preparation, character, maturity, and those attributes displayed at the time of initial selection. It is the board's belief that professional staff members are able to judge the type of conduct and appearance, appropriate to their duties and indicative of their professional standing in the school and community. Should instances occur when a teacher cannot execute the mature judgment expected, they shall be handled on an individual basis.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated

Unauthorized Release of Confidential/Privileged Information 412.08

Teachers will keep in confidence personally identifiable information that has been obtained in the course of professional service. School building principals will be responsible for releasing any information which serves a professional purpose or is required by law. Personally identifiable information will not be released without permission by guardian or student, unless required by court order or subpoena.

Adopted: March 13, 2000

The teacher must be free to think and to express ideas, free to select and employ materials and methods of instruction, and free to act within his/her professional group. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and pupil learning.

Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession and the philosophy and goals of the school system. Those responsibilities include:

1. a commitment to democratic tradition and its methods
2. A concern for the welfare, growth, and development of children
3. The method of scholarship
4. Application of good taste and judgment in selecting and employing materials and methods of instruction
5. Recognition of the limits of tolerance of the community.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Political Activities of Employees

412.10

Employees may participate in local, state and national politics, local associations and bargaining units. The teacher shall not be discriminated against because of political beliefs or union association. However, teachers shall not use their position as a teacher and influence on children to promote or oppose any political position. Teachers should adhere to the teacher code of ethics and professional standards in their political activities.

Adopted: March 13, 2000

Hemingford employees and students are the most valuable resources of the school system. It is essential to promote the health and well-being of each individual. Therefore, it is the intent of the Hemingford Board of Education to ban the use of tobacco products.

Effective August 1, 1988, use of tobacco products will be banned in all school owned or leased buildings and in school owned vehicles. Employees while supervising classes or school activities involving students will refrain from uses of tobacco products on school grounds.

In addition, the above stated rules and regulations apply to all adult and community activities carried on in the school buildings.

Violation of the tobacco ban by employees will be subject to disciplinary action up to and including termination of employment.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Duties of Personnel

413.01

All employees of the school district are subject to the policies of the Board of Education, applicable laws, and current employee agreements.

Adopted: March 13, 2000

Teachers will be responsible to the principal for the carrying out of policies of the school board as they relate to the function of the school, to the classroom, and to the immediate contact with students and parents. Teacher will be expected to furnish such after-school time as is needed for assisting students, conferring with parents and doing other necessary out-of-school work.

Teacher specific responsibilities shall be:

1. to direct and evaluate the learning experiences of students in both curricular and extracurricular activities.
2. To provide guidance to students which will promote their proper educational development and welfare.
3. To be responsible for student accounting.
4. To provide for the care and protection of school property.
5. To supervise students on the school ground and during the lunch period.
6. To cooperate with and participate in the planning and the evaluation of the school program.
7. To participate in the business and activities of the faculty.
8. To take part in the in-service education program of the schools.
9. To maintain cordial relationships with colleagues.
10. To follow the ethics of the profession.
11. To support actively the parent-teacher organization.
12. To enforce policies and regulations as established by the board and professional staff.
13. To accept a fair share of supervisory duties at pupil activities in buildings and on grounds during school hours as well as at athletic events.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Duties of Teachers, (Cont.)

(413.02)

Extracurricular assignments.

Assignments will be made to teachers for various forms of hall, extracurricular, recess, traffic, lunch period and other noontime duties, and athletic events.

Recommending educational materials.

No teacher in any public school shall act as agent for any author, publisher, book seller or other person to introduce any book, apparatus, furniture or other article or whatever in the schools.

Accident procedure.

If an employee is involved in an accident while in the line of duty, it is necessary to file an accident report within twenty-four hours.

Capacity as advisers.

Principals and teachers are not to serve as advisers to parents of/and children not in their class or school. Neither are they to issue any teaching materials, tests, etc., to such parents or children. It is proper procedure to ask these people to consult their respective teachers and principals concerning their problems.

Recommending dentists, physicians or business houses.

Teachers are not to make recommendations to parents in regard to particular dentists, physicians, or business houses.

Supervision of children.

No group of children, either in the classroom or on the playground, should be left unattended by the teacher. Teachers, at all times, are responsible for the conduct and safety of children, and will see that the children observe safety rules. In the occasion of extreme emergency, the teacher should make every effort to provide adequate supervision during his or her absence.

Adopted: March 13, 2000

Plans and plan books.

All teachers will be provided with plan books. The purpose of these plan books is, first, to provide the teacher with a convenient systematic way of organizing and planning the classroom work for at least one week in advance; and, second, to provide an adequate guide for the substitute who may be called in to take over the class.

These plan books, with plans prepared for the following week, may be requested for review at any time by the principal or superintendent. Principals are expected to check plan books from time to time.

Plans are to be general statements of what is planned to be done. Well-planned work which keeps pupils busy with profitable tasks during every minute of the day is the best discipline practice any teacher can have.

Condition of classrooms.

Teachers are responsible for the condition of the classroom and the equipment at all times. Prior to the close of each period, and before the close of school at the end of the day, teachers will hold students responsible for leaving the room clear of the clutter of paper, textbooks, and other items of classroom use. If a classroom is used by more than one teacher, this becomes the responsibility of all teachers using the room. On leaving the room for the day, teachers will turn out all lights, close and lock all windows, and close all doors.

Bulletin boards.

Teachers are urged to keep bulletin boards as attractive as possible and change them frequently. Having the students responsible for their own bulletin boards can be a worthwhile project in itself.

Cooperation with custodians and housekeepers.

The work of the custodians and housekeepers in protecting the health of everyone in school makes their job one of utmost importance. Cooperation of all staff members with the custodial staff in keeping the school environment clean and safe will be appreciated. If you have suggestions to make about the way your room or area is being cleaned, please refer them to the principal.

Adopted: March 13, 2000

A teacher must be present when students are using a room or building of the school. Students or other unauthorized personnel are not to be loaned keys. Rooms of the school, other than your own, are not to be unlocked for any reason without the knowledge of the teacher responsible for the room.

Use of school telephone.

School telephones are maintained for the primary purpose of conducting school business. Of a necessity, conversation should be as brief as possible. Only in cases of emergency should teachers or students be called to the phone during class time. In such cases a number should be taken so the party may return the call, thus leaving the line open. In no instance may students or teachers make long distance calls without the approval of the principal. Principals may be held responsible for preventing unauthorized calls. Money collected is to be submitted to the principal for accounting.

Leaving campus during school hours.

No teacher shall leave the school campus during school hours without previous notification and approval of the principal.

Central office information, current.

It is the teacher's responsibility to keep the following restricted information currently correct at all times with the personnel office:

1. Name
2. Address
3. Telephone number
4. Credits earned to meet requirements of the salary schedule
5. Next of kin
6. Dependents (W-4)
7. School
8. Updated insurance information.

Legal Reference Nebraska State Statutes: District board; school; supervision and control.

Adopted: March 13, 2000

Pupil control is to be achieved through firmness and reason rather than autocratic force. Daily realization of the fact that students are entitled to full consideration as human beings will go far in the solution of the problem of control. There are few children who will not respond favorably to fair and honest treatment.

A teacher is delegated with certain powers and authority by law and by the School District Board to hold school children accountable for their conduct during, before and after school and may suspend pupils from his/her class, pending a final decision from the principal and/or superintendent and the Board of Education.

Corporal punishment is prohibited in all Nebraska public schools. The use of physical force in the Hemingford Schools will be limited to the following reasons:

1. Protection of the educator.
2. Protection of other students or property from the student.
3. Removal of the student from a situation that endangers the student, other persons or property.

The force used should be the minimum necessary to accomplish the objective. In reviewing the appropriateness of force utilized, circumstances involved in the utilization of the force shall be considered. (Revised 06/25/90)

Adopted: March 13, 2000

Because of daily contact with school age children, educators and other school employees are in a unique position to identify abused and or neglected children and to refer them for treatment and protection. According to Nebraska Law: "When any physician, medical institution, nurse, school employee, social worker, or any other person has reasonable cause to believe that a child or an incompetent or disabled person has been subjected to abuse or neglect, or observes such person being subjected to conditions or circumstances which reasonably would result in abuse or neglect, he shall report such incident or cause a report to be made to the proper law enforcement agency."

Failure to report cases of child abuse or neglect in Nebraska constitutes a Class III misdemeanor and may carry a maximum fine of \$100.00.

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

- a. Placed in a situation that endangers his or her life or physical or mental health.
- b. Cruelly confined or cruelly punished.
- c. Deprived of necessary food, clothing, shelter, or care.
- d. Left unattended in a motor vehicle, if such minor child is six years of age or younger.
- e. Sexually abused.
- f. Sexually exploited by allowing, encouraging, or forcing such public indecency, or obscene or pornographic photography, films or depictions.

Reporting Procedure

1. Any Hemingford teacher or other school employee who suspects that a child has been physically abused or neglected shall report this immediately to the building principal.
2. The principal shall convene a meeting with the classroom teacher, elementary counselor and school nurse. This team will decide if an abuse charge will be filed. If so, a report shall be made by the principal on behalf of the classroom teacher to the Box Butte County Office of Social Services.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

**Personnel - Certificated Duties of Teachers-Child Abuse
Reporting Procedure - Continued**

(413.06)

3. If the safety or well-being of the child is in jeopardy the report shall be made immediately to the Hemingford Police Department and/or Box Butte County Sheriff.

4. If there is any doubt or question in reporting such cases, the doubt shall be resolved in favor of the child. Consultation between administrator and school employee is encouraged, keeping in mind that prompt reporting is essential. The report shall be made as soon as possible by telephone and should be followed by a written report as required by law.

Noncompliance with state law, the report to the authorities shall contain (to the extent available) the following information:

- a. Name and position of reporting person.
- b. Name, address, and age of abused or neglected person.
- c. Address of the person or persons having custody of the abused or neglected person.
- d. The nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect;
- e. Any other information which may be useful in establishing the cause of such abuse or neglect and the identity of the persons involved.

School policy regarding confidentiality of records shall pertain to reporting child abuse and neglect. Pertinent information regarding facts and circumstances forming the opinion regarding suspected abuse or neglect must be given to the investigating agency in the best interests of the child. This may include statements of the child's condition, child and parental behavior and child-parental interaction.

School employees shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. Neither does the school employee have the responsibility to prove that the child has been abused or neglected, or to determine whether the child is in need of protection.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Other Certificated Personnel

414

District #10 will employ certificated employees other than classroom teachers as required to maintain an accredited status as prescribed by the Nebraska Department of Education.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

**Personnel - Certificated Temporary/Substitute Personnel
Temporary Personnel**

414.01

The Board of Education recognizes that there are times when extraordinary conditions warrant that the Superintendent of School hire temporary personnel in advance of official action by the Board of Education in order to insure the continuity of the district's functions and programs. The superintendent shall notify the board as soon as possible if a temporary employee has been assigned.

Retired Teachers

The Board of Education may employ a retired teacher temporarily or on a full time basis according to the terms prescribed by law.

Part Time Personnel

Teachers employed less than full-time will be contracted and compensated on a basis of computed percentages of full-time equivalency. The teacher will be paid for class periods taught, and will be paid for the percentage of planning period equal to the percentage of full-time employment for which he or she is contracted.

Since part-time compensation is calculated on a basis of percentage of the employment day during which students are in attendance, as opposed to the work day of full-time employees, part-time teachers will be expected to attend staff meetings and assume an equal share of supervisory duties as directed by the building principal. All part-time certified personnel will receive fringe benefit compensation (insurance) and sick leave on the same percentage basis as they are employed, if they are employed at least .40 FTE according to Blue Cross Blue Shield.

The calculation of percentage of full-time at the high school and at the middle school will be determined by the fraction resulting from periods taught and the number of periods in the instructional day, the percentage of a planning period is determined by dividing the number of periods taught by the number of periods, minus, one, in the instructional day.

The elementary school is not easily divided into periods or blocks or time, nor is a definite planning time set aside. Part-time employment will be compensated on a basis of a percentage of a full teaching day of six hours, according to the following scale:

1. One hour per day = 20%
2. Two hours per day = 39%
3. Three hours per day = 58%
4. Four hours per day = 78%
5. Five hours per day = 97%

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Temporary/Substitute Personnel
Substitute Teachers

414.02

Substitute teachers are to be selected by the principals from a list of substitutes previously approved by the superintendent. The amount of pay is to be set periodically by the Board of Education. Substitute teachers shall be paid at a rate competitive with other school systems.

All substitute teachers must be selected or approved by the administration. A valid certificate must be on file and registered with the Hemingford Superintendent of Schools before a substitute can work.

A substitute teacher shall be considered a long-term substitute when the absence of a teacher exceeds ten consecutive contract days. On maternity leaves, substitutes will be given long-term standing on the first day of the absence by the regular classroom teacher.

The Superintendent of Schools may place a substitute teacher on long-term standing when he or she has information that an extended absence will be necessary. The superintendent may also place a long-term substitute on the regular salary schedule under contract when the absence continues for an indefinite period of time.

The wages of long-term substitutes will be set by the Board of Education.

Substitute teachers will not participate in the health and welfare plans or other fringe benefits of the school district.

Legal Reference: 79-8,102 Reserve teacher; creation of position; qualifications.
79-8,103 Reserve teacher; application; appointment; issuance of certificate.
79-8,104 Reserve teacher; services; temporary emergency; research.
79-8,105 Reserve teacher; salary; deductions for
retirement fund.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Student Teachers/University Interns

414.03

The school district assumes the obligation to provide apprentice teaching opportunities for student teachers from nearby colleges and universities.

A student teacher is defined as a teacher trainee, an observer, or an intern. The superintendent and building principals shall determine the number of trainees that shall be placed in the schools at any one time. Care should be taken to see that no school or teacher is overburdened by the placement of student teachers.

The responsibility for assigning and coordinating the student teacher program shall be delegated to the building principals.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Home Teachers

414.04

When required by an extended disability of a district student, one or more teachers may be assigned to assist with the home schooling of the student. The teacher(s) shall be reimbursed on an hourly basis at the rate approved by the Superintendent of Schools.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Summer School Teachers

414.05

When the need for instructors arises to teach district approved summer classes, such positions shall be made known to all staff members, so they may make application for such teaching opportunities.

No salary or fringe benefit programs in effect during the regular term shall apply for these special teaching assignments. The superintendent shall recommend salary considerations based upon a daily or hourly pay. Selection of staff shall be by the building principal with approval of the superintendent.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Adult Education Teachers

414.06

Opportunities for teaching adult education classes shall be made known to the regular school staff. Regular district staff may be employed to instruct in the adult education program if it in no way detracts from their district teaching responsibilities

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Consultants

414.07

The Board of Education encourages the use of consultants when it is clear they can provide valuable and necessary specialized services not normally required on a continuing basis and which cannot be provided by district personnel because of limitations of time, experience or knowledge.

Funds for consultant help should be provided for in planning specific projects or programs and will be charged to that particular budget category.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Temporary Athletic Team Coaches 414.08

When coaching positions cannot be filled from regular staff members, the superintendent and athletic director shall secure temporary coaches from outside the regular district staff. These positions will end when suitable regular staff member replacements are available.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Shared Teaching Assignments

414.09

On occasion it may be in the best interest of the school district to employ two instructors to share a single position. In such instances the plan for share positions will be developed by the building principals and submitted to the superintendent for approval. The superintendent will submit the employment request to the Board of Education for approval.

In determining compensation for two or more teachers sharing a single position, an individual rate of pay will be determined by the percentage of full-time position calculated on the number of hours of assignment compared to the six -hour day. In no case shall the total sum of the part-time assignments for a shared position equal more than 1.0 full-time equivalent position.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Staff Development

415.03

The Board of Education recognizes the importance of an ongoing system of professional staff development for the certificated staff. Funds will be provided in the annual budget to support staff development activities of the certificated staff.

Time for staff development activities will be identified by postponing school opening times or using early dismissal times on a monthly basis; and further, by identifying pre-opening and in-service days throughout the school term for the purpose of development of personal in-service programs for all personnel to implement promising educational practices, programs and materials to fit the needs of each child enrolled in the local school system.

Furthermore, instructional personnel will be expected to utilize graduate school opportunities at the teacher's own expense for additional training to maintain and improve skills as required by the assignment of each individual educator.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated In-service Education/Visitations/Conferences 415.04

Teachers may be granted professional leave to attend conferences or workshops of their choice. Travel expenses may be paid if approved by the Superintendent of Schools. Travel may be paid if the conference will provide a learning experience directly related to the teacher's classroom teaching assignment or if the building principal or superintendent requires the teacher's attendance at the conference.

The teacher will pay for the costs of their attendance at the convention if the above stipulations do not apply.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Professional Growth

415.05

In accordance with Nebraska Law all permanent certified staff members of Hemingford School District #10 shall give evidence of six units of professional growth every six years of employment.

Professional growth activities shall include:

College Credit - Semester hours of college credit from an approved or accredited institution of higher education. A transcript of grades shall be provided to the superintendent for proof.

Workshops - Units of professional growth can be awarded for attending certain workshops that are approved by the Board of Education. It shall be the intent of the Hemingford Board of Education to provide one workshop each school year that will qualify for one unit of professional growth.

Other - With Board approval, units of professional growth can be obtained by auditing college classes, teaching adult education classes, teaching college classes, supervising student teachers, published articles and books and educational travel. Requests for units in other areas will be considered by the Board.

The six units of professional growth may be accumulated in any one or combination of areas.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Travel Expenses

415.06

When necessary and authorized by appropriate school officials, school employees who incur expenses on behalf of the school district will be reimbursed upon presentation of proper expense claim form and attached receipts to the district business office.

Reimbursable Expenses:

- a. Authorized conference and meeting registration fees. (Attach receipt)
- b. Necessary lodging expenses. (Attach receipt)
- c. Necessary meal expenses. (Attach receipts)
- d. Miscellaneous other documented expenses.
- e. Transportation expenses on an authorized commercial carrier or by authorized personal vehicle. (Attach receipt)

Transportation Provisions:

When it is required, the superintendent may approve and the district will pay for the most expedient/economical form of transportation.

In situations where highway transportation is approved, the district will attempt to provide a school vehicle and service credit cards.

When suitable district vehicles are not available or expedient, the superintendent may authorize the use of a personal vehicle, and the district will reimburse at the rate established by the Board of Education.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Travel Expenses, (Cont.)

(415.06)

School District Employees

Employee travel and expense requests must receive prior authorization by the superintendent.

To receive district reimbursement for travel and expenses prior authorization shall be requested on the form provided by the business office.

To receive district reimbursement for the use of a personal vehicle, employees shall have prior approval from the superintendent.

When a school vehicle is authorized for travel and is used on the trip; employees attending the same event, but choosing to take their own vehicle will not receive reimbursement for vehicle expenses.

Use of Credits Cards

District credit cards will not be used for any private unauthorized expenditure by employees.

District credit cards are restricted to the following uses:

- a. Fuel and service for district owned vehicles only, (unless approved otherwise by administration)
- b. Repairs to School Vehicle
- c. Meals
- D. approved classroom or office expenses

all employee expense receipts incurred on behalf of the district, paid for personally or by school credit cards shall be turned into the district business office as soon as possible.

General Provisions

Whenever employees or non-school persons use a personal vehicle and students and staff are passengers, the person using or loaning his/her vehicle is responsible for having adequate liability, injury or property damage insurance.

School personnel authorized to use a school vehicle shall not permit a student to drive the vehicle.

When non-school persons are needed to drive a school vehicle, they may be authorized by school principals if the person is over age twenty-one and licensed to drive (note specially licensed drivers may drive school buses.)

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Meetings

415.07

Staff members shall attend meetings called by the Superintendent of Schools, principals, and department heads, except those meetings which are designated for optional attendance.

Legitimate reasons for absence from meetings shall be essentially the same as those requiring absence from regular duty.

Meetings of staff members may be held before school in the morning, during the school day, or following the dismissal of classes in the afternoon, and attendance may be required. In scheduling the meetings, there shall be the least possible interference with the classroom activities of teachers and pupils.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Soliciting and Selling

416

No school personnel shall use school time or school facilities in connection with any personal activity for financial profit outside the regular school program. Any violation of this provision will be held to be willful insubordination.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

**Personnel - Certificated Soliciting and Selling
Authorized**

416.01

Except as may be expressly authorized by the board or the superintendent, no personnel shall:

1. Permit any commercial advertising to be announced, distributed, or otherwise promoted in or through the schools.
2. Permit the solicitation or collection of subscriptions or contributions from pupils or their parents in or through the schools.
3. The Board of Education shall approve all student fund raisers.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Tutoring

416.02

It is expected that every effort will be made by the principal and teacher to help the child with his or her difficulties at school before recommending that parents engage a tutor. The board believes that by maintaining a high quality instructional staff and providing for a rich, varied curriculum the need for individual tutoring is minimized.

Should, however, individual tutoring be recommended in exceptional cases, the superintendent is directed to establish such rules as will protect both the school system and the teachers for charges of conflict of interest.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Tutoring, (Cont.)

416.02

Consistent with board policy, the following rules relating to tutoring have been established:

1. a teacher may not arrange to tutor any child enrolled in his or her class for pay.
2. No tutoring for which a teacher receives a fee will be carried on in a school building.
3. Teachers who accept outside tutoring engagements make their own arrangements with the parents for the fees to be assessed.
4. Tutors must be certified in the areas served.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Organizations/Units

416.03

Teachers are encouraged to join professional organizations they believe will help to better equip them in their professional work. No teacher is required to join any professional organization.

Adopted: March 13, 2000

Each agreement entered into by the board with an employee organization shall constitute a commitment by the board to the provisions of the agreement for its duration.

Agreements reached through the formal negotiations process constitute a board commitment for one school term (ref. School Law).

If any provision of any employee organization agreement or any application of it to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

Nothing in any agreements shall be construed as indicating that the organization or the board waives their rights with respect to the future negotiability of terms and conditions of employment with respect to successor agreements.

Unless otherwise provided in an employee organization agreement, nothing contained therein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any terms and conditions of employment existing prior to its effective date.

Legal References: Nebraska State Statutes

Terms; Defined. Public Policy. Commission of Industrial Relations; Created. Judges, Appointment, Term; Vacancy; Presiding Judge; Selection; Duties. Qualifications. Compensation; Expenses. Commission; Office; Records. Reporter; Duties. Powers. State or Political Subdivision; Exempt from Contract with Labor Organization. Petitioners; Effect of Employment; Status of Employee. Proceedings; Appeal. Notice of Pendency of Proceedings; Service; Response; Filing; Waiver of Notice. Employees; Compensation. Seal; Attendance of Witnesses and Parties; Subpoena. Petition; Filing; Convening of Preliminary Proceedings; Powers; Duties Hearing Officer; Presiding Judge Appoint; When. Hearing; Investigation; Order. Order; Powers; Contents; Modification. Orders; Effect. Power to Make Findings and Enter Orders; When. Interference; Coercion, Violation; Penalty. Employees; No Requirement to Work without Consent. Act; Construction. Public Employees; Employee Organization; Bargaining; Approval by Legislature. Collective Bargaining; Questions of Representation; Rules and Regulations; Elections. Court of Industrial Relations; Rename; Reviser of Statutes; Duties

Adopted: March 13, 2000

Any employee association and its representatives recognized by the board shall have:

1. the right to use school buildings at all reasonable hours for meetings. Permission of the school building principal or designee shall be required. Such permission shall not be withheld unreasonably.
2. Access to the use of school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. No equipment shall be removed from school property without approval by the building principal. The association will pay for any damage incurred, loss, or theft of borrowed property. Permission of the building principal or designee shall be required. Such permission shall not be withheld unreasonably. The Association shall reimburse the school district for the cost of using duplication equipment at the same rate students is charged.
3. The right to use the inter school mail facilities and school mail boxes as it deems necessary. Permission of the building principal or designee shall be required. Such permission shall not be withheld unreasonably.
4. In each school building, space on an appropriate bulletin board. The location of such bulletin boards shall be agreed upon mutually by each association and the building principal. Materials to be posted shall be in good taste.

Adopted: March 13, 2000

If any provision of any employee association agreement or any application of it to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Any contract between the board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of the employee association agreement. If the aforesaid contract contains any language inconsistent with its related agreement, the agreement during its duration shall be controlling.

Nothing in any such agreement shall be construed as indicating that the association or the board waives their rights with respect to the future negotiability or non-negotiability of items of terms and conditions of employment with respect to successor agreements.

Unless otherwise provided in an employee association agreement, nothing contained therein shall be interpreted and/or applied so as to neither eliminate, reduce, nor otherwise detract from any terms and conditions of employment existing prior to its effective date.

Adopted: March 13, 2000

During negotiations with any employee organization, the board and the employee organization shall present relevant data, exchange points of view, and make proposals and counterproposals. The board shall make available to the organization for inspection at reasonable times information that is available to the public.

Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party, except that no member of the administrative team may represent the teacher group.

Ground rules for conduction of actual negotiations meetings between the board and the recognized employee organizations shall be established by the board. All aspects of the law shall be adhered to during the negotiations session.

Legal References:

48-737 Public Employees; Employee Organizations; Bargaining; Approval by Legislature.

48-838 Collective Bargaining; Questions of Representation; Rules and Regulations; Elections.

Adopted: March 13, 2000

Staff Complaints and Grievances (Certificated Personnel)

School employees are encouraged to solve difficulties and problems within the school or department in which they are employed. In the event that a difficulty or grievance cannot be settled within the school or department, the employee is encouraged to bring the matter to the attention of the district administrator in charge of certificated personnel.

This grievance procedure serves to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievance, and to guarantee orderly succession of procedures within which solutions may be pursued. School personnel are encouraged to ask their immediate supervisor for assistance on any matters that relate to their duties. It will be incumbent upon all district employees to follow these procedures to settle their grievances.

Within this general framework the following specific purposes are to be served by this grievance procedure:

1. to ensure that a complaint is considered fairly, with all due speed and without prejudice or reprisal to the aggrieved person.
2. To encourage teacher expression regarding conditions that affects him or her professionally.
3. To provide a specific procedure that will facilitate the understanding of district policies that affect teachers.
4. To build confidence in the sincerity and integrity of the procedure as a means to establish the facts upon which a grievance is based and a fair conclusion is reached.

Adopted: March 13, 2000

Hemingford Public Schools – District 10
Personnel - Certificated Complaints
GRIEVANCE PROCEDURE

419.01

The district's grievance procedure is the professional channel of appeal which shall be used by professional employees to seek just and productive solutions to employee and policy conflicts.

Employees, who are aggrieved by; the actions and decisions of supervisory staff; other employees; or the effects of district policy, shall seek solutions through the following procedures:

STEP #I

1. Informally present and discuss your grievance matter with your immediate supervisor.
2. If the grievance matter is not resolved to your satisfaction, state your grievance in writing to your immediate supervisor.
3. The immediate supervisor shall provide you with a written decision and reasons within three days after receiving your written grievance.

STEP #II

1. If the grievance is not resolved to your satisfaction, appeal your grievance to the principal or next ranking supervisor (follow the chain-of administrative organization) within five days.
2. Present your written grievance statements and accompanying documents to the next succeeding supervisor in charge.
3. The supervisor receiving your written appeal shall arrange a review conference with the employees involved within five days.
4. The receiving supervisor shall provide the involved parties his/her written decision within three days following the review conference.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Complaints, (Cont.)

(419.01)

GRIEVANCE PROCEDURE

STEP #III

1. If your grievance remains unresolved to your satisfaction, file a written appeal with the Superintendent of Schools.
2. Provide the Superintendent with all documents from the preceding procedural steps.
3. The Superintendent shall hold a review conference with the parties involved within five days after receipt of a grievance appeal.
4. The Superintendent shall provide his/her written decision and reasons to the involved parties within three days after the review conference.

STEP #IV

1. If your grievance remains unresolved, appeal in writing to the Board of Education by giving notice to the Board President.
2. Provide the Board President with all written documents from the preceding steps of the appeal process.
3. The Board President shall arrange a conference with the board and all involved parties after receiving the written appeal request as soon as practical but no later than the next regular Board meeting.
4. after the conference the Board President shall provide to all parties the written decision of the Board of Education as soon as practical. The decision of the Board of Education shall be final.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Certificated Complaints, (Cont.)

(419.01)

GRIEVANCE PROCEDURE

STEP #V

When an employee grievance matter concerns employment conditions covered in the current board\teacher representative written negotiated agreement, the employee may appeal a Board decision to the Commission of Industrial Relations.

Any claimant shall be entitled to representation of his/her choice when a grievance claim is appealed through the procedure of the Board of Education.

CONDITIONS AND LIMITATIONS OF GRIEVANCE PROCEDURE

1. A grievance against actions and decisions of an immediate supervisor - Begin procedure at Step #I.
2. A grievance against the actions and decisions of a principal - Begin procedure at Step #II.
3. A grievance against the actions and decisions of Superintendent- Begin at Step #III.
4. A grievance against the actions and decisions of the Board of Education - Begin at Step #III.
5. A grievance against another non-supervisory employee - Begin at Step #II.
6. A grievance resulting from the interpretation of policies in the district's policy manual - Begin at the supervisory step of the individual making the interpretation.
7. A grievance which is created by the correct administration of district policy - Begin at Step #III.

Adopted: March 13, 2000

GRIEVANCE PROCEDURE

Filing of Complaint

A complainant must file a complaint within 30 days after the event or action which the complaint is based upon.

Misuse of Procedure

Repeated use of the grievance procedure through Step #IV for frivolous and unsupported reasons will result in disciplinary action by the Board of Education. Only the Board of Education shall make this determination.

Employee complaints not channeled through this professional communications procedure will be handled as malicious gossip and petty gripes and may cause the employee to be charged with unprofessional conduct and/or insubordination.

Grievance Procedure Conditions

It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

Staffs, who seek to appeal the decision of any supervisor, shall notify the supervisor in writing of their action seeking to appeal the decision or actions.

Adopted: March 13, 2000

Hemingford Public Schools – District 10
Personnel - Certificated Complaints
HEMINGFORD PUBLIC SCHOOLS
Grievance Appeal Form

419.02

Name _____

Assigned Building _____

Step #I - Initial Completed Steps

_____ 1. I have informally discussed my concern with my immediate supervisor on:
(Date) _____.

_____ 2. My problem was resolved.

_____ 3. I have stated my problem to my immediate supervisor in writing.

_____ 4. I have received the written decision and reasons from my immediate supervisor.

STEP #II - Initial Completed Steps

_____ 1. I seek to appeal the decision and actions of my immediate supervisor as a grievance.

_____ 2. I have provided my written grievance statement and immediate supervisor's written decision to _____.

_____ 3. A Step #II conference was held with the following supervisors and personnel present at the review conference.

_____ 4. I have received the written decision and reasons from (supervisor)
_____.

IF MORE THAN ONE SUPERVISOR IS INVOLVED, PLEASE USE PAGE 2 TO CONTINUE FORM.

Adopted: March 13, 2000

HEMINGFORD PUBLIC SCHOOLS

Grievance Appeal Form

Name _____

Assigned Building _____

USE THIS SECTION IF ANOTHER SUPERVISOR IS INVOLVED IN THE APPEAL PROCESS - Initial Completed Steps

_____ 1. I seek to appeal the decision and action of supervisor _____ to supervisor _____.

_____ 2. I have provided Supervisor _____ with my written grievance and the preceding decisions.

_____ 3. A review conference was held on (Date) _____ with the following supervisors and personnel present at the conference.

_____ 4. I have received the written decision and reasons of supervisor: _____.

STEP #III

_____ 1. I seek to appeal the decision and actions of Supervisor _____ to the Superintendent of schools.

_____ 2. I have provided the superintendent with all written documents from previous appeal steps.

_____ 3. The superintendent has held a review conference on date: _____ with the following supervisors and personnel present: _____.

_____ 4. I have reviewed a written copy of the superintendent's decision and reasons.

Adopted: March 13, 2000

HEMINGFORD PUBLIC SCHOOLS
Grievance Appeal Form

Name _____

Assigned Building _____

STEP #IV

_____ 1. I seek to appeal the decision and actions of the superintendent of schools to the board of education.

_____ 2. I have provided written documents of each step of the appeal process to the president of the board of education.

_____ 3. The board of education granted me an appeal hearing on _____ date:
_____.

_____ 4. I have received a copy of the Board's decision and actions.

STEP #V

_____ 1. I seek to appeal the decision of the board of education to the Commission of Industrial Relations.

The aggrieved employee shall initial each item completed in the appeal process and sign at that step they feel the matter was satisfactorily resolved.

The supervisor resolving the grievance matter shall keep the appeal form on file.

Adopted: March 13, 2000

It shall be the policy of Hemingford School District No. 10, (hereinafter the "School District"), whenever it employees fifty (50) employees or more, to grant benefits under the Family Medical Leave Act to eligible employees up to twelve (12) weeks of leave for certain medical or family emergencies in a twelve (12) month period of time. Such benefits are subject to the following:

1. a 12-month period will be that period starting on September 1 and ending on August 31.
2. You must have been employed with the School District for at least twelve months before you can request this leave and have worked a minimum of 1250 hours during the prior twelve month period.
3. The leave is unpaid.
4. You must first use all paid personal leave, vacation time, and sick leave time that you have earned. These days or weeks will be counted against the twelve (12) weeks of leave. For example, if you request eight (8) weeks of leave, and you have accrued and have remaining two (2) weeks of vacation and five (5) days of sick leave time, you must use the vacation and sick leave time of three weeks, and then you will receive an additional five (5) weeks of requested leave, unpaid.
5. Family leave can be used for:
 - a. the birth of a child;
 - b. the adoption of a child;
 - c. to care for a sick spouse, child or parent;
 - d. for your own serious health condition.
6. You must give at least thirty (30) days notice except for emergency situations.

Adopted: July 8, 1996

7. The School District will maintain your health insurance, life insurance and long term disability insurance while you are on leave under the same terms and conditions as when you are employed. If you do not return from your leave, you will be expected to repay the School District for the full amount of your insurance premiums paid by the School District during your leave.

8. The School District may require verification for the reasons stated in the family leave request, including medical certification from any doctors who may be involved. Any employee who submits false reasons or fraudulent records to support a family leave request will be subject to immediate discharge.

9. For any leave longer than three (3) weeks the School District will requires a report at the end of each two (2) week period regarding the employees intent to return to work.

10. All records received regarding the employees medical information will be placed in the employee's permanent file that is maintained in the superintendent's office and will be considered confidential.

11. If both husband and wife are employed by the School District, that husband-wife team is entitled to only twelve (12) weeks total for any qualifying event.

12. Any employee who takes a leave will be returned to his or her former position or an equivalent position with the same pay and benefits.

13. You must fill out the proper family leave form in order to obtain a leave. Your supervisor will not have authority to grant or alter any leave terms or conditions.

Adopted: July 8, 1996

REQUEST FOR FAMILY OR MEDICAL LEAVE

Request for Family or Medical Leave must be made, if practical, at least 30 days prior to the date the requested leave is to begin.

Name: _____ Date: _____

I request family or medical leave for one of the following reasons:

_____ Because of the birth of my child and in order to care for him or her.
Expected Date of Birth _____ Leave to Start _____
Expected Return Date _____

_____ Because of the placement of a child with me--either adoption or foster child placement.
Leave to Start _____ Expected Return Date _____

_____ In order to care for my spouse, child or parent.
Leave to Start _____ Expected Return Date _____

_____ For a serious health condition that makes me unable to work.
Describe: _____
_____ Leave to Start _____ Expected Return Date _____

_____ for other reasons. Describe: _____
_____ Leave to Start _____ Expected Return Date _____

Have you taken a family or medical leave in the past 12 months ___Yes ___No

If yes, how many workdays? _____

Adopted: July 8, 1996

The Board recognizes the non-certificated staff plays an important role in the total educational process. The following statements apply to all non-certificated personnel:

1. Support Staff: Employees of the district who do not need teaching certificates in order to hold their positions. Support staff personnel will be assigned to the following areas: Student Transportation, Custodial and Maintenance, Secretarial and Business, Cafeteria, Educational Aides.
2. Support staff personnel may exclude students from the school buildings and school grounds of the district at times other than regular school hours. Support staff personnel will be expected to do so when a student or group of students is apparently not under the supervision of a teacher. Support staff personnel are not to assume the responsibility of supervision of students before and after regular school hours.
3. Support staff personnel are not to admit any students or unauthorized persons to enter the buildings or rooms in the buildings without specific directions from the superintendent or building principal.
4. Circumstances not covered by the following regulations and policies shall be decided by the superintendent subject to approval by the board.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Recruitment and Selection

421.01

The superintendent of schools may recruit and nominate to the Board of Education candidates for employment. If for some reason the board wishes not to approve the nominee the superintendent will make another nomination. An appointment will be valid only if made with the recommendation of the superintendent.

The superintendent will make appointments to fill temporary positions and approve substitute personnel.

All candidates will be considered on the basis of their merits, qualifications and the needs of the school district. Along with other efforts to recruit the best possible candidates, the superintendent will advertise publicly when a vacancy exists.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Appointment & Conditions of Employment 421.02

At Will Employment Agreements:

All support staff employees are considered “at will” employees who may end their employment with the district at their will or whose employment with the district can be ended at the will of the district. All support staff employees will be required to sign an “at will” employment agreement indicating their awareness and acceptance of the “at will” status of their employment.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Certification or Licensing

421.03

Employees may be required to secure a license to hold a particular position. Any license so required will be identified on the job description. If the school district requires an employee to secure a license the cost of obtaining the license will be the responsibility of the school district.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Health Examinations

421.04

Any newly hired custodian, food service worker, or bus driver must submit to a complete physical examination to be paid by the school district prior to reporting for work when required by the board or by state or federal regulations.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff

422

Exposure Control Plan for Blood borne Pathogens

The Superintendent shall develop regulations for the control of body fluid borne pathogens. These shall be reviewed on a regular basis with health authorities.

Adopted: March 13, 2000

Exposure Control Plan for Blood borne Pathogens

UNIVERSAL PRECAUTIONS

The Hemingford School District will identify those people at risk for exposure to body fluids and will provide them with the Hepatitis B vaccination. The identified person may refuse the immunization by signing a refusal form.

It is the policy of the Hemingford School District that all body fluids will be handled using universal precautions:

1. every employee will have access to and will use latex exam gloves when they have the opportunity to have contact with body fluids.
2. All body fluids will be handled as though they are contaminated.
3. The School Nurse will provide instruction for Blood Borne Pathogens for all School employees. A yearly review of universal precautions will be done by the School Nurse.
4. Hand washing Technique will be reviewed on an annual basis by the School Nurse. Hand washing will always be used after handling any body fluid.

The Hemingford School District shall adhere to the guidelines regarding blood borne pathogens from the Occupational Health and Safety Administration. Those guidelines to be included as part of this policy.

Adopted: March 13, 2000

Exposure Control Plan for Blood borne Pathogens

GENERAL GUIDELINES FOR HANDLING OF BODY FLUIDS

all body fluids of all persons should be considered to potentially contain infectious agents (germs). Hand washing after contact with a school child is routinely recommended if physical contact has been made with any child's blood or body fluids and wherever possible. The term "body fluids" includes: blood, semen, drainage from scrapes and cuts, tears, feces, urine, vomits, respiratory secretions and saliva.

Hand Washing

Hand washing is considered to be the most important procedure in preventing the spread of infections. Soap suspends easily-removable soil and microorganisms, allowing them to be washed off.

The proper hand washing procedure is:

1. Wet hands with warm water.
2. Apply soap; lather hands and wrists.
3. Apply friction to all surfaces of fingers including between fingers and fingernails; apply friction to the rest of hands, keeping hands and fingers pointed down.
4. Rinse hands and wrists thoroughly with warm water, allowing water to flow from wrists to finger tips.
5. Dry hands well. NOTE: If paper towels are used, turn off faucet using paper towel to protect clean hands.
6. Discard paper towels.

Situations in which good personal hygiene must be practiced include:

1. whenever your hands are soiled.
2. Before handling or preparing food products, utensils or equipment.
3. Before eating and/or drinking.
4. After blowing or wiping nose.
5. Before and after use of the toilet/and assisting student in toilet.
6. After contact with body secretions such as blood, menses, mucus, saliva, drainage from wounds, urine or feces.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Support Staff

Exposure Control Plan for Blood borne Pathogens, (Cont.)

422.01

7. after handling soiled diapers, menstrual pads, garments or equipment.
8. After removing disposable gloves.

Sanitation aspects of classroom diaper change.

Place soiled material in plastic bag and/or covered container, secure, and dispose of immediately. An approved disinfectant must be used on the floor area after material is removed. Disposable towels/items should be used whenever possible. Good hand washing should be used after any procedure is completed.

I. Child Diaper Change

- a. Use changing pad on area used for diaper changing.
- b. Wash pad after each change with soap and water. Then use disinfectant mixture spray.
- c. Have a plastic bag or covered container available for disposal of all soiled diapers.
- d. A plastic bag is also useful for soiled clothing.
- e. Caregiver must wash hands with soap and water before and after diaper change.
- f. Store supplies for cleansing a child at the changing area, but out of the reach of children. Disposable gloves are recommended.
- g. Never leave any child unattended on changing pad.

II. Storage of Cleansing Agent

Store all cleansing agents in cabinet inaccessible to children. It is mandatory to use gloves if the person has any open areas on skin, i.e., cuts, scrapes, sores.

Adopted: March 13, 2000

Sanitation aspects of dish care include:

In special areas where extra sanitation precautions must be taken, the following procedures should be followed:

I. Dishwashing.

- a. Dishpans must be used.
- b. Use hot soapy water.
- c. Rinse with hot water.
- d. Dip in disinfectant solution.
- e. Drain dry.

General Guidelines

1. Contact with body fluids.

a. If possible, avoid contact with body fluids. Student or staff may be allowed to clean own injury. If this is not possible, it is recommended that gloves be worn when direct hand contact with the body fluid is anticipated. (E.g., changing diapers, handling soiled clothing or cleaning mops used for cleaning vommitus, blood, urine, and stool.) Gloves shall be discarded in double lined bag or trash container. If gloves are not worn, hands must be washed vigorously with soap and water under a stream of running water for 15 to 20 seconds. Rinse under running water. Use paper towel to turn off faucet. Dry hands thoroughly with a paper towel. See hand washing.

b. Clothing and other non-disposable items which are soaked with body fluids should be rinsed and placed in plastic bags. If presoaking is required, use gloves to rinse or soak the item in cold water prior to bagging. Clothes contaminated with body fluids should be washed separately from other items. Wash as usual. If the item is bleachable, add a 1/2 cup of bleach to the wash cycle. If the item cannot be bleached, add 1/2 cup of non-Clorox bleach to the wash cycle.

c. Rugs which are contaminated by body fluids may be cleaned by applying a sanitary absorbent agent. Allow the agent to dry according to the direction; then vacuum. If needed, mechanically remove with a dust pan and broom, then apply rug shampoo (containing a germicidal detergent) with a brush and vacuum again.

Adopted: March 13, 2000

2. Disinfection of hard surfaces and care of equipment.

a. Disinfectants should be used to clean surfaces contaminated with body fluids. These disinfectants should kill vegetative bacteria, fungi, tubercle bacillus and virus. These disinfectants should be registered with the US Environmental Protection Agency for use as a disinfectant in medical facilities and hospitals.

3. The following disinfectants may be used:

- a. Hypochlorite solutions (bleach) are preferred for objects which may be put in the mouth.
- b. Ethyl or isopropyl alcohol (70%).
- c. Phenolic germicidal detergent in a 1% aqueous solution (e.g., Lysol).
- d. Sodium Hypochlorite with at least 100 ppm available chlorine (1/2 cup household bleach in 1 gallon water). Solution needs to be freshly prepared daily.
- e. Quaternary ammonium germicidal detergent in 2% aqueous solution (Triquat, Mytar or Sage).
- f. Iodine germicidal detergent with 500 ppm available iodine (e.g., Wescodyne).
Brand name examples only.

4. Cleaning of hard surfaces.

- a. Remove soil off of surface, and then apply disinfectant.
- b. Mops should be soaked in the disinfectant after use, and then washed in hot water prior to rinsing. Gloves shall be worn.
- c. Disposable equipment shall be double bagged and placed in trash can.
- d. non-disposable equipment (dust pans, baskets) shall be rinsed thoroughly in the disinfectant.
- e. Discard used solution promptly in drain pipe, rinse pail or container.
- f. Gloves are removed when all clean up is completed and placed in double trash bag.

Adopted: March 13, 2000

Hemingford Public Schools – District 10

Personnel - Support Staff

Exposure Control Plan for Blood borne Pathogens, (Cont.)

422.01

5. In classrooms, where children might drool or mouth toys, special considerations may be given. Toys which are used as educational tools should be washed daily with a disinfectant solution. If a toy is transferred from one child to another, the toy must be disinfected before the transfer. Environmental surfaces such as mats and countertops should be washed daily (or between children using them) with a disinfectant solution.

Adopted: March 13, 2000

Before employment may begin, bus drivers will have past driving records examined, their state driving record, past drug test record examined, and previous employment records examined. A pre-employment drug test shall also be required of all bus drivers. References will be required of any applicant for non-certificated positions.

Adopted: July 8, 1996

1. Support staff shall be classified as:
Regular employees: Employees who are employed at least 32 hours per week on a year round basis.
School time employees: Employees who are employed at least 32 hours per week during the time school is in session.
Part time employees: Employees who work less than 32 hours per week.
2. All support positions, other than temporary and substitute positions, will be established initially by the board, with recommendation by the Superintendent of Schools.
3. The superintendent will develop and maintain job descriptions which will include the purposes and function of the position, the qualifications of candidates, and a list of responsibilities and duties.
4. The superintendent will make recommendations to the board when necessary to increase, decrease or to make major alterations in the support staff positions.

# Of Pos.	Position	Hrs/Wk	Time
1	Head Custodian	40	YR
1	Maintenance/Groundskeeper	40	YR
1	Elementary Custodian	40	YR
1	Housekeeper	20-30	YR
1	Food Service Manager	40	ST
1	Head Cook	35-38	ST
1	Baker	35-38	ST
2	Food Service Aide	15-20	ST
1	Business Manager	30-40	YR
1	Exec. Sec./ Technology Dir	30-40	YR
1	Elementary Secretary	37	ST+
1	High School Secretary	37	ST+
1	Elementary Library Aide	35	ST
NA	Special Ed Aides	35-40	ST
NA	Bus Route Drivers/Subs	15-20	ST
NA	Activity Drivers	NA	ST
NA	Summer Temp Custodian	30-35	SM

YR-Year Round ST-School Time ST+-School Time Plus Days SM-Summer

Adopted: July 8, 1996

Revised: June 9, 1997

Hemingford Public Schools – District 10

Personnel - Support Staff Load/Scheduling/Hours of Employment 424.01

The administration will determine work schedules for support staff personnel in the various job areas. These hours may vary depending on the needs of the school district.

Regular duty hours will be described on the wage agreement for each position, but the administration reserves the right to change or alter the work schedules at any time to meet the needs of the school district.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Promotion/Demotion/Reclassification 424.02

When support staff vacancies are to be filled, preference will be given to qualified applicants from within the school system, provided their qualifications (proven and potential), ability, training, experience, and personal characteristics are equal to those of other applicants. However, the best qualified from among all who apply within and without the school system will be selected.

Adopted: July 8, 1996

Hemingford Public Schools – District 10
Personnel - Support Staff Work Year

424.03

The work year will coincide with the legal school year beginning on September 1, and ending August 31.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Transfer/Reassignment

424.04

Each employee will be assigned to a specific position at the direction of the administration and may be transferred to any other position as the administration may direct.

Any employee who changes or is changed to a different work classification shall have his/her hourly pay rate changed accordingly. The convenience and wishes of the individual employee will be honored to the extent they do not conflict with the best interests of the school district.

Adopted: July 8, 1996

All support staff will be evaluated at least once a year before March 1, by their immediate supervisor. The results of these evaluations will be compiled and given to the superintendent.

Evaluation criteria will be based on the duties as described in the job description and will include the following:

1. Specific work assignment
2. Attitude toward children
3. Attitude toward public education
4. Attitude toward supervisor, teachers, fellow workers
5. Work habits
6. Personal traits

upon completion of the evaluation, a conference will be held as soon as possible between the supervisor and employee to discuss the evaluation. Employees are encouraged to respond with comments of their own before signing any document. These comments will be required within five (5) days of the post-evaluation conference.

Supervision

All support staff employees will have an immediate supervisor. The immediate supervisor will be listed on the job description. These supervisors may include: head building custodian, bus supervisor, food service manager, principal, or superintendent. However, the overall supervision of the support staff is the responsibility of the superintendent.

Adopted: July 8, 1996

Employees who do not plan on returning the following school year or plan on resigning during the school year should notify the superintendent at least two (2) weeks in advance of the resignation date so that a suitable replacement can be found.

Employees who provide this courtesy of advance notice will be considered to have left the school system in good standing.

Reapplication/Unemployment Compensation

Non-teaching employees who apply for unemployment compensation payments during normal school vacations (i.e., Christmas or summer vacations) shall be presumed to have withdrawn their application for employment with the Hemingford School system.

In order to be considered for future employment with the Hemingford school system such persons must reapply for employment. Such persons shall receive the same consideration as other new applicants.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Layoff/Rehire

424.07

Support Staff Reduction

The superintendent will determine and make recommendations to the board when a reduction in support staff positions is necessary. Before terminating the employment of an individual because of a reduction in support staff positions, all options for transfer or reassignment will be used. When possible support staff reduction will be made through natural attrition due to retirement or resignation.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Dismissal/Suspension/Disciplinary Action 424.08

All support staff employees are employed by the board upon recommendation of the superintendent. They may be terminated by the superintendent at his or her discretion. Any dismissal action by the superintendent will be promptly reported to the board. However, employees may request the board to review the circumstances of their dismissal. The superintendent shall utilize and confer with the immediate supervisor before taking such action.

Other forms of progressive discipline may be used before termination of the employee. These may include but not be limited to counseling, written reprimand, or suspension without pay.

Support staff personnel will generally be given notice of dismissal two weeks prior to the effective date. School bus drivers, because of the nature of their position, may be immediately suspended by the superintendent.

Adopted: July 8, 1996

Revised: July, 1997

Hemingford Public Schools – District 10

**Personnel - Support Staff Civil and Legal Rights
Nondiscrimination**

424.09

The conditions of employment of this school district, including the wages, hours, terms and benefits, shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, or age. Thereby, the board seeks to extend the advantages of public education with full equality of educational opportunity to all pupils.

There shall be no discrimination by the superintendent or other school officers against any employee because of his or her activity or membership in an employee organization.

Legal Reference: 48-837 Public employees: employee organization;
bargaining; approval by legislature
79-1287 Negotiation act; purpose
79-3001 - 79-3011 Equal opportunity in education

Adopted: July 8, 1996

Hemingford School District #10 employees and students are prohibited from engaging in sexual harassment, retaliating against a person for reporting sexual harassment, or aiding and abetting sexual harassment of any student or employee.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. This includes, but is not limited to:

1. making submission to or rejection of such conduct the basis of employment decisions affecting the employee;
2. creating an intimidating, hostile or offensive working or learning environment by such conduct;
3. offenses of sexual flirtation;
4. advances or propositions;
5. a display of sexually suggestive objects or pictures;
6. demanding sexual favors accompanied by implied or overt threats, or
7. any other offensive or abusive physical contact.

Any employee or student who believes that he or she has been subjected to sexual harassment should report the alleged act directly to his/her teacher, principal or immediate supervisor.

Upon receipt of any report of what is believed to be sexual harassment, the teacher, principal, supervisor or other person notified shall notify the superintendent after which an investigation shall be immediately undertaken. The results of the investigation, or, if not completed, the status of the investigation will be discussed with the reporting party within ten (10) days after the sexual harassment has been reported. All investigations shall be completed and the results will be produced in a written form and provided to the reporting party and the subject of the investigation within twenty (20) days after the sexual harassment has been reported.

Adopted: July 8, 1996

In the event a student believes he/she has been sexually harassed by his teacher, a student may report the incident directly to the principal. In the event an employee believes he/she has been sexually harassed by his/her immediate supervisor, the employee may report the incident directly to the superintendent. In the event any person believes he/she is being sexually harassed by the superintendent, the incident should be reported directly to the Board of Education.

All staff members and students are assured that they may file a complaint or assist an investigation without fear of retaliation by any supervisor, administrator or teacher or the alleged harasser. Any complaints of retaliation will be promptly investigated and subject to disciplinary action.

Complaints and cases of sexual harassment will be handled promptly. Any employee or student who violates this policy shall be subject to disciplinary action according to the findings of the investigation. Disciplinary action may include any of the following: warnings, a verbal or written reprimand, job transfer, suspension or termination (or in the case of a student, suspension or expulsion).

Training is the key in establishing a prevention plan for sexual harassment. Yearly training sessions for all employees and students concerning right and legal options will be established. New employee orientation sessions will include training in sexual harassment. Administrators and supervisors will be trained in how to keep the school free from sexual harassment and how to handle sexual harassment complaints.

Any employee or student not satisfied with the decision and action taken by the administration may petition the Board of Education to take further action. All appeals must be filed within (10) days of receipt of the results of the investigation. The Board will issue a written response to an appeal within fifteen (15) days of its receipt.

Copies of this policy will be distributed to all current and new employees. The policy will be posted in areas where all employees will have the opportunity freely to review it.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Dress

424.11

All non-certificated employees should take care that their personal appearance is good. They are not expected to dress in formal attire, but should be neat, clean and shaven. Custodians will be provided one blouse or shirt which will be worn while on duty at school events so guests may identify them as a school employee if they need assistance. Cooks shall wear clothing appropriate for cafeteria employees. The school shall provide aprons for use by the cafeteria employees.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff

Unauthorized Release of Confidential/Privileged Information

424.12

All school employees should use extreme caution in talking about school children, teachers or fellow employees. Talking about other employees, either certificated or non-certificated and school children, with other school employees or outside of the school with district patrons will be considered an unauthorized release of confidential or privileged information and is prohibited. Any complaint or grievance should follow established procedures and not discussed outside of the school environment.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Temporary and Part-Time Personnel 424.13

The Superintendent of Schools may establish temporary positions as required by changes in the workload. Salaries and length of work week shall be determined by the superintendent for temporary positions. These salaries shall be comparable to salaries paid in similar positions within the community.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

**Personnel - Support Staff Staff Development
Growth in Job Skills**

424.14

Support staff personnel may be from time to time asked to attend meetings, conventions, workshops, etc. To improve their job skills.

Employees attending such meeting will be given credit for their absence. Expenses for such meetings will be the responsibility of the school district.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Travel Expenses

424.15

The same policies as apply to certificated personnel shall be applicable to non-certificated personnel who are authorized by the superintendent to travel to and from conferences, conventions, etc.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Soliciting and Selling

424.16

Solicitation during working hours of employees either for contributions or membership drives must be approved by the superintendent before being made in the schools.

Adopted: July 8, 1996

Hemingford Public Schools – District 10
Personnel - Support Staff Complaints

424.17

All complaints about working conditions or any grievance should be taken to the immediate supervisor and if the problem is not solved at that level it may be taken to the principal or superintendent. Employees should use the line of authority. Employees may file a formal grievance through the district's grievance policy. Complaining to board members without discussing the problem with the superintendent will be considered an insubordinate act. Employees may address the Board of Education as a whole if the problem is not resolved to their satisfaction by the superintendent as provided in the grievance policy.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Compensation and Related Benefits

424.18

The Board of Education desires to maintain a quality work staff and will provide compensation at an adequate level to attract and keep quality support staff employees. In determining compensation for support staff, the board will take into account the responsibilities of the position, the qualifications required, past experience of the individual, and years of service to the district. A wage schedule is established to provide a guide for paying new employees and a method of rewarding present employees for their service to the school. The wage schedule will be examined on an annual basis to determine if wages paid to District # 10 employees are comparable to wages paid to similar positions in other western Nebraska school districts.

The Board of Education reserves the right to amend or alter the wage schedule upon an annual review at the regular June Board meeting. The Board may also at its discretion freeze non-certificated staff members from movement on the wage schedule.

All raises for regular full time employees will be given for hours worked after July 1. School time employees and part time employee's raises begin when the employee returns to work in the fall. Salary amounts will be updated annually on the wage agreement.

Adopted: July 8, 1996

Lunch Breaks will be provided for employees. All employees are required to take a lunch break. Lunch breaks are not part of the paid workday. Employees will be given at a minimum a 30 minute lunch break. Employees may take up to an hour if schedule permits. The approximate working hours of each employee are provided on the wage agreement.

Refreshment Breaks will be provided for all employees. Breaks will be prorated at a rate of one 15 minute break for each four hours of work.

Emergency Closure of School

School may be closed from time to time because of severe weather. Regular full time employees, when possible, should report to work to maintain the business office or prepare for school the following day. When possible any school day canceled because of weather may be made up at a later date. This may be done by using a day of vacation or if necessary at the end of the school year. Therefore, if school is closed because of severe weather no salary will be paid for the missed day except for regular full time employees. If school has started and then canceled for the remainder of the day, employees may be paid for the hours they worked before school was canceled. At no time will an employee be expected to put themselves at risk by attempting to report to work. The employee should, when possible, discuss with the superintendent the expectations for the day before attempting to report for duty.

Adopted: July 8, 1996
Revised: May 13, 2002

Hemingford Public Schools – District 10
Personnel - Support Staff Salary Guides

424.20

Non-Certificated Wage Scale

Employee Groups:

- A. Maintenance/Transportation Director, Business Manager, Executive Secretary/Technology Director
- B. Head Custodian, Food Service Manager
- C. Building Custodian, Building Secretary, Head Cook, Para Aide
- D. Baker, Teacher Aide, Music Aide, Housekeeper
- E. Food Service Aide, Kitchen Subs
- F. Route Drivers, Activity Drivers

Wage Scale for Non-Certificated Support Staff: Hourly Wages

Group A. B. C. D. E.

1	\$9.37	\$9.10	\$6.96	\$5.89	\$5.78
2	9.91	9.64	7.50	6.43	6.16
3	10.44	10.17	8.03	6.96	6.43
4	10.98	10.71	8.57	7.50	6.96
5	11.51	10.98	8.84	7.76	7.23
6	12.05	11.25	9.10	8.03	7.50
7	12.58	11.51	9.37	8.30	7.76
8	13.12	12.05	9.91	8.84	8.03
9	13.66	12.32	10.44	9.10	8.30
10	14.19	12.58	10.98	9.37	8.57

F. Route: \$52.48 Day \$26.24 Route

Activity: \$10.20/Hour - all hours. When an overnight stay is required, drivers may count only hours from start time to end time. If bus is not driven at all, eight hours may be recorded.

Upon adoption of the wage scale, employees whose hourly salary exceeds the maximum for their classification will receive no increase in salary until the maximum wage for their position is raised above their salary. New employees may be placed on the wage scale beyond year one depending upon experience and qualifications.

Adopted: July 8, 1996

Revised: June 8, 1999

Revised: May 8, 2000

Hemingford Public Schools – District 10

Personnel - Support Staff Salary Checks and Deductions

424.21

All employees will be paid on the fifteenth of each month for the hours worked the previous month. If the fifteenth falls on a Saturday or Sunday payroll checks may be issued on the preceding Friday.

Time sheets should be turned into the business manager by the first of each month. The time sheet should indicate total hours worked along with any overtime hours.

All deductions as required by law will be deducted from the payroll check. Other deductions such as annuities may be established by the employee. A certificate signed by the employee and on file with the business manager will be required to establish other deductions.

All changes involving payroll deductions or stoppage of deductions must be submitted in writing to the business manager by the first of the month for it to be in effect for the next payroll on the fifteenth of the month.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Overtime Pay/Compensatory Time Off 424.22

Hours in excess of forty (40) hours per week will be considered overtime and will be paid at one and one-half times the regular established pay rate. Compensation time may be granted at the discretion of the superintendent at the rate of one and one-half hours for each hour of overtime. Compensation time will be given in the same pay period. All overtime must have prior approval of the superintendent.

Employees required to report to work or open a building outside of the regular scheduled work week will receive at least one (1) hours work credit for each occurrence.

The above provisions do not apply to employees who voluntarily accept assignments to service community groups using school facilities.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Health & Welfare Benefits

424.23

Health and Life Insurance: The Hemingford Public School, District #10, does not provide any health and life insurance to support staff personnel.

Disability Insurance: The Hemingford Public School, District #10, does not provide for disability insurance unless the disability is caused by an accident on the job. In such case disability is covered by District #10 worker's compensation insurance.

Worker's Compensation: The Hemingford Public School, District #10, provides, as required by law, worker's compensation insurance on all employees who are injured in completion of their duties. Medical and hospital expenses, as well as loss of time from work, are covered at rates determined by the insurance contract. For further information about worker's compensation insurance contact the Superintendent of Schools.

Social Security: All employees in Hemingford Public School, District #10, participate, as required by law, in the federal social security program. Each employee, according to present rates, must pay 7.65% of his/her salary. The school district pays to social security an additional 7.65% of the employee's salary. Social security provides disability, survivor, and retirement benefits. For further information on social security benefits contact the local Social Security Administration office.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Retirement Compensation

424.24

Retirement: Employees working 15 hours a week or more in District #10 shall participate, as required by law, in the Nebraska School Employees' Retirement System. Employees have 7.25% of their salary deducted for state retirement. Additional money for the retirement is provided by legislative appropriation and mandatory contribution from the school district. The school district matches the employee contribution by 101%. The methods for determining retirement benefits have been revised periodically by the Nebraska Legislature. Therefore each employee is encouraged to contract the Nebraska Retirement System to verify years of experience and to determine his/her particular benefit. For information write to:

Nebraska School Retirement System
P.O. Box 94816
Lincoln, NE 68509

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Employee Safety

424.25

Accidents are undesirable, unplanned occurrences which can be prevented and which often result in bodily harm, loss of school time, property damage, expensive legal action, and even death.

This, it shall be the policy of the Hemingford Public School District #10 to take every reasonable precaution for the safety of the students, employees, visitors and all others having business with this school district.

The Board of Education and this system's administrative staff believe that safety education and accident prevention are important to everyone concerned with our school; not only as a protective measure during school hours, but also as an instructional means of developing an appropriate mode of behavior to minimize accidents at all times. In keeping with that objective and in compliance with applicable laws and regulations, we will provide for a loss control program designated to apply a systematic approach to preventing on-the-job injuries and illnesses. Cooperation by all employees is expected in our effort to make our schools a safe place to work and learn.

Legal References: Nebraska State Statutes

Nebraska Regulation: TITLE 230 (Department of Labor)

Chapter 6 (Workplace Safety

Consultation Program)

Adopted: July 8, 1996

OVERVIEW OF LOSS CONTROL PROGRAM

The Hemingford Public Schools realizes our people are our most valuable resource. The employer and the employee share the responsibility of creating and maintaining a safe working environment. It takes a team effort to teach, learn and use safe work habits. Accidents are a result of unsafe acts and/or unsafe conditions. Each of these can be controlled by educated and concerned staff and administration.

The Hemingford Public Schools loss control program is developed to provide everyone working here with information necessary to maintain safe conditions and work habits at all times. This program provides information that will allow the District to:

- Establish a safe work environment at all work sites.
- Inform employees of safety rules and guidelines and how these rules will be implemented and enforced.
- Create a joint employee/management safety committee to address ongoing safety issues. This committee shall consist of at least one non-certified staff member, one certified staff member, and one management member.
- Provide for periodic safety inspections of the work sites.
- Provide a system to report and correct hazardous conditions that are identified.
- Provide employee safety training guidelines.
- Provide accident and emergency reporting guidelines.
- Provide a system for the investigation of workplace accidents focused on determining causation and implementing corrective actions.

In summary, this program is a guide to provide information to allow the District to maintain a place of employment that is safe for you and your coworkers. Copies of the program as developed and adopted will be available from the central office. Employees and managers are encouraged to refer to the program whenever they feel it necessary. All of us have safety responsibilities. Working safely, supporting safe work habits and maintaining a safe work environment are essential parts of your job.

Adopted: July 8, 1996

The Board of Education recognizes that from time to time employees because of illness, injury or personal reasons will be required to be absent from work. Because of the nature of their relationship with students and other employees, it is not expected of employees to report to duty with infectious diseases. Therefore the Board will provide a plan for leaves and absences designed to help members of the support staff maintain their physical health and discharge necessary and important obligations.

All support staff personnel after absence from duty shall file a certificate with the business manager indicating the reason for the absence, the date or dates of the absence, and the type of leave granted. This certificate shall also be signed by the Superintendent of Schools. The business manager shall maintain all necessary records of absences and accumulated sick leave. Employees shall make all necessary arrangements with their immediate supervisor prior to the absence for medical appointments and funerals. The certificate will be filed prior to or immediately after the absence. Sick leave taken for death in the immediate family must be arranged with the Superintendent of Schools. Only under special circumstances will more than five days of sick leave be allowed for death or illness in the immediate family. Sick leave taken for serious illness in the immediate family must also be arranged by the Superintendent of Schools.

Any special circumstance not specifically covered by the policies concerning leaves shall be decided by the Superintendent of Schools.

Adopted: July 8, 1996

Sick Leave shall be granted to employees when they are not able to perform their duties due to their own personal illness, injury, or for medical, dental, or optical examinations or treatment which can not be scheduled outside of the normal working day. In addition sick leave shall be provided for serious illness or death in the immediate family. Immediate family is defined as spouse, child, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister -in-law, grandparent, or grandchild.

Regular full time employees are allowed 10 sick days during a school work year. Unused sick leave may be accumulated to 35 days.

School time employees are allowed 7 sick days during a school work year. Unused sick leave may be accumulated to 25 days.

Ten month secretaries are allowed 8 sick days during a school work year. Unused sick leave may be accumulated to 30 days.

All Support Staff Employees: A day is defined as the normal number of hours worked per day by the employee. All leaves so accumulated terminate upon resignation, retirement, or termination of employment. The Superintendent may require a physician's statement substantiating any claim for sick leave. If employment starts after the start of the normal work year, the employee's sick leave is to be prorated for the first work year of employment. The normal school work year is September 1 to August 31.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Industrial Accident and Illness Leave 424.29

Absence caused by an injury occurring while at work will not be counted against sick leave but will be covered under workman's compensation.

Adopted: July 8, 1996

Personal Leave: Regular full time employees are allowed 2 days of personal leave to attend to business that normally cannot be conducted after work or on weekends. Personal leave is not to be used for personal pleasure or as a vacation. School time employees and part time employees are allowed 1 day of personal leave during a normal work year. Personal leave may be taken to attend the funeral of friends or relatives not part of the immediate family. Employees should be judicious in their use of personal leave.

Jury Duty: In the event an employee is called to serve on jury duty or is subpoenaed as a witness, the superintendent may, at his discretion, grant leave to perform such duty without loss of pay, provided that all jury fees received by the employee are turned over to the school district. The employee may elect to keep the jury fee but the leave shall then be without pay.

Other Leave: Employees may request through the Superintendent of Schools to be excused from work for a period of time as agreed upon by the employee and superintendent. This leave will be without pay. This leave is intended only for special circumstances not covered by other paid leave days.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Maternity/Adoptive/Child Care

424.31

Maternity Leave will be classified as sick leave. Sick leave will be allowed for the disability caused by the pregnancy or recovery from childbirth. The amount of time before and after the birth of the child can be arranged between the employee and the Superintendent of Schools. At no time will paid leave be allowed which is in excess of the accumulated sick leave days. The employee may request additional leave under the Family Leave Act but the leave shall be without pay.

Adoptive Child Care Leave will be provided. The number of days allowed will be arranged between the employee and the superintendent prior to the leave period. Unless in unusual circumstances adoptive child care leave will not exceed five days. If necessary the employee may request a longer leave period under the family leave act. Leave under the family leave act is not a paid leave.

Adopted: July 8, 1996

**Personnel - Support Staff Family Care Leave-
REQUEST FOR FAMILY OR MEDICAL LEAVE**

Request for Family or Medical Leave must be made, if practical, at least 30 days prior to the date the requested leave is to begin.

Name: _____ Date: _____

I request family or medical leave for one of the following reasons:

_____ Because of the birth of my child and in order to care for him or her.
Expected Date of Birth _____ Leave to Start _____
Expected Return Date _____

_____ Because of the placement of a child with me--either adoption or foster child placement.
Leave to Start _____ Expected Return Date _____

_____ In order to care for my spouse, child or parent.
Leave to Start _____ Expected Return Date _____

_____ For a serious health condition that makes me unable to work.
Describe: _____
_____ Leave to Start _____ Expected Return Date _____

_____ for other reasons. Describe: _____
_____ Leave to Start _____ Expected Return Date _____

Have you taken a family or medical leave in the past 12 months ___Yes ___No

If yes, how many workdays? _____

Adopted: July 8, 1996

7. The School District will maintain your health insurance, life insurance and long term disability insurance while you are on leave under the same terms and conditions as when you are employed. If you do not return from your leave, you will be expected to repay the School District for the full amount of your insurance premiums paid by the School District during your leave.

8. The School District may require verification for the reasons stated in the family leave request, including medical certification from any doctors who may be involved. Any employee who submits false reasons or fraudulent records to support a family leave request will be subject to immediate discharge.

9. For any leave longer than three (3) weeks the School District will require a report at the end of each two (2) week period regarding the employees intent to return to work.

10. All records received regarding the employees medical information will be placed in the employee's permanent file that is maintained in the superintendent's office and will be considered confidential.

11. If both husband and wife are employed by the School District, that husband-wife team is entitled to only twelve (12) weeks total for any qualifying event.

12. Any employee who takes a leave will be returned to his or her former position or an equivalent position with the same pay and benefits.

13. You must fill out the proper family leave form in order to obtain a leave. Your supervisor will not have authority to grant or alter any leave terms or conditions.

Adopted: July 8, 1996

Hemingford Public Schools – District 10

Personnel - Support Staff Family Care Leave, (Cont.)

(424.33)

It shall be the policy of Hemingford School District No. 10, (hereinafter the "School District"), whenever it employees fifty (50) employees or more, to grant benefits under the Family Medical Leave Act to eligible employees up to twelve (12) weeks of leave for certain medical or family emergencies in a twelve (12) month period of time. Such benefits are subject to the following:

1. a 12-month period will be that period starting on September 1 and ending on August 31.
2. You must have been employed with the School District for at least twelve months before you can request this leave and have worked a minimum of 1250 hours during the prior twelve month period.
3. The leave is unpaid.
4. You must first use all paid personal leave, vacation time, and sick leave time that you have earned. These days or weeks will be counted against the twelve (12) weeks of leave. For example, if you request eight (8) weeks of leave, and you have accrued and have remaining two (2) weeks of vacation and five (5) days of sick leave time, you must use the vacation and sick leave time of three weeks, and then you will receive an additional five (5) weeks of requested leave, unpaid.
5. Family leave can be used for:
 - a. the birth of a child;
 - b. the adoption of a child;
 - c. to care for a sick spouse, child or parent;
 - d. for your own serious health condition.
6. You must give at least thirty (30) days notice except for emergency situations.

Adopted: July 8, 1996

Hemingford Public Schools – District 10
Personnel - Support Staff Vacations

424.34

Vacations:

Regular full time employees will be provided with vacation time. Effective September 1, 1996 employees will be granted a day or more each month for vacation. This may be accumulated or may be used as it is granted. Vacation days cannot accumulate to more than 20 days. Employees may be paid in lieu of vacation. No more than ten (10) days may be paid in a school year. A school year is defined as September 1 to August 31. Employees who wish to be paid in lieu of taking vacation must notify the superintendent by July 1 of how many days they wish to take payment for. Payment for the vacation days can be taken anytime after September 1 until January 1 following the notification July 1. Payment will be based upon the hourly wage prior to July 1.

Vacation days may be used to extend holiday vacations with permission of the superintendent. Work requirements and schedules of District #10 will take precedence over the convenience of the employee.

Employees who have less than seven years of employment prior to September 1 will be given one (1) day per month for vacation. Employees who have more than seven (7) years of employment by September 1 will receive 1.25 days per month for vacation. Employees, who have more than fifteen (15) years of service prior to September 1, will receive 1.5 days per month for vacation.

All requests for vacation days must be filed with the superintendent of schools through the business manager. The business manager will keep record of all vacation days each employee has used or has accumulated.

Employees may carry forward those days accumulated prior to September 1, 1996.

Adopted: July 8, 1996

Hemingford Public Schools – District 10
Personnel - Support Staff Holidays

424.35

Regular full time employees are provided the following paid holidays.

1. January 1
2. Friday before Easter
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Day after Thanksgiving
8. Christmas Day

School Time Employees are provided the following paid holidays.

1. Labor Day
2. Thanksgiving
3. Christmas
4. January 1
5. Friday before Easter

Adopted: July 8, 1996

Revised: May 8, 2000