

SCHOOL CLOSURE UNDER EXTRAORDINARY CIRCUMSTANCES

In extreme or extraordinary circumstances the district may close one or more buildings to protect the health, safety and welfare of staff and students. In a case of epidemic sickness or other circumstances forcing prolonged closure the district may utilize agreements, procedures, government directives or other measures to pay staff for such time as the school or schools shall be closed to ensure staff continuity.

Legal Reference: Neb. Statute 79-8,106

Approved _____ Reviewed _____ Revised _____

EMPLOYEE CONDUCT AND APPEARANCE

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees shall conduct themselves in a professional manner. Employees shall dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes which would interfere with or have an effect on the educational process.

Certificated employees of the school district shall follow the code of ethics for their profession as established by the Nebraska Professional Practices Commission.

Every report of alleged violations of employee conduct policies that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing employee conduct investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of employee conduct policies.

Legal Reference: NDE Rule 27

Cross Reference: 305 Administrative Code Of Ethics
402.02 Employee Orientation
404.06 Harassment by Employees
404.07 Substance-Free Workplace
408 Certificated Employee Termination of Employment
414 Support Staff Termination of Employment

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE DEFINED

Certificated employees, including administrators, are those employees required to hold an appropriate certificate from the Nebraska Department of Education for their position as required by the Professional Practices Commission or others with professional licenses. Certificates required for a position will be considered met if the employee meets the requirements established by the Nebraska Department of Education.

It shall be the responsibility of the superintendent to establish job specifications and job descriptions for certificated employees' positions, other than the position of the superintendent. Job descriptions may be approved by the board.

In the initial employment process, including on the initial application, should there be one, the applicant must present evidence of current certificate to the superintendent prior to September 15 and before any payment of salary.

Legal Reference: Neb. Statute 79-801 et seq.

Cross Reference: 411.01 Substitute Teachers
412.01 Support Staff Defined

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a certificated position, other than administrative positions which will be employed in accordance with board policies in Series 300, "Administration," shall have an opportunity to apply and qualify for certificated positions in the school district without regard to age, race, creed, color, sex, national origin, religion, disability, pregnancy, or childbirth or related medical condition. Job applicants for certificated positions shall be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state certificate or license if required for the position.

Announcement of the position shall be in a manner which the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications shall be returned to the school district administrative office. Whenever possible, the preliminary screening of applicants shall be conducted by the administrator who will be directly supervising and overseeing the person being hired.

In the initial employment process, including on the initial application, should there be one, the applicant shall not be asked to disclose, orally or in writing, information concerning the applicants criminal record or history, until it has been determined that the applicant meets the minimum employment qualifications. This does not prohibit the requirement to disclose an applicant's criminal record or history relating to sexual or physical abuse. Following a determination that the applicant meets minimum employment qualifications, a criminal history information check and questions regarding the applicant's criminal record or history are allowed.

The board shall take action regarding employment of certificated applicants after receiving a recommendation from the superintendent. However, the superintendent shall have the authority to employ a certificated employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding qualifications, recruitment and selections of such employees shall be followed.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
 42 U.S.C. §§ 2000e et seq. (1994).
 42 U.S.C. §§ 12101 et seq. (1994).

Cross Reference: 402.01 Equal Employment Opportunity
 411.01 Substitute Teachers
 412.02 Support Staff Qualifications, Recruitment, Selection

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE INDIVIDUAL CONTRACTS

The board will enter into a written contract with certificated employees, other than administrators, employed on a regular basis. Each contract will be for a period roughly corresponding to the school year.

It shall be the responsibility of the superintendent to complete the contracts for certificated employees and present them to the board for approval. Upon receipt of the contract, the certificated employee will have until the date specified on the contract or the date specified by the board to sign and return the contract to the Superintendent. If contracts are not returned within this period, the position will be considered open and candidates will be secured to fill the vacancy.

A certificated employee may not be required to accept employment for the next school year prior to March 15. The contracts, after being signed by at least one board member, shall be kept on file in the administration offices.

Legal Reference: Neb. Statute 79-817 to 822

Cross Reference: 408 Certificated Employee Termination of Employment

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE CONTINUING CONTRACTS

Contracts entered into with certificated employees, other than an administrator, will continue from year to year unless the contract states otherwise, is modified by mutual agreement between the board and the employee, or the contract is terminated by the board.

The first three years of a continuing contract issued to a newly employed certificated employee shall be considered a probationary period. In the event of termination of the employee's contract during this period, the board shall follow applicable state statutes. The action of the board will be final.

Certificated employees whose contracts will be recommended for termination, amendment or nonrenewal by the board will receive notice prior to April 15. The superintendent shall make a recommendation to the board for the termination of the certificated employee's contract. Unless statutory exceptions apply, final board action must be taken by May 15.

Certificated employees who wish to resign, to be released from a contract, or to retire must comply with board policies and contract language in those areas.

Legal Reference: Neb. Statute 79-824 to 842

Cross Reference: 408 Certificated Employee Termination of Employment

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE WORK DAY

The work day for certificated employees shall begin each day of the school year at a time established by the superintendent. Certificated employees who are employed only during the academic year shall have the same work day as other certificated employees. "Day" is defined as one work day regardless of full-time or part-time status of an employee.

Certificated employees are to be in their assigned school building during the work day. Advance approval to be absent from the school building must be obtained from the principal whenever the certificated employees must leave the school building during the work day.

The building principal is authorized to make changes in the work day in order to facilitate the education program. These changes shall be reported to the superintendent.

The work day outlined in this policy is a minimum work day. Nothing in this policy prohibits certificated employees from working additional hours outside the work day.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding work day of such employees shall be followed.

Cross Reference: 201.01 Board Powers and Responsibilities

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE ASSIGNMENT

Determining the assignment of each certificated employee is the responsibility of and within the sole discretion of the board. In making such assignments the board shall consider the qualifications of each certificated employee and the needs of the school district.

It shall be the responsibility of the superintendent to make recommendations to the board regarding the assignment of certificated employees. All extra duties, such as coaching or sponsoring extracurricular activities, are assigned at-will, and may be terminated, non-renewed, suspended or amended by the board at the recommendation of the superintendent without cause. Extra duty work that qualifies for additional compensation will be paid on a prorated basis for work already performed at the time of the change in duty assignment.

Any requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding assignment of such employees shall be followed.

Legal Reference: Neb. Statute 79-839

Cross Reference: 201.01 Board Powers and Responsibilities

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE ASSIGNMENT

Determining the assignment of each certificated employee is the responsibility of and within the sole discretion of the board. In making such assignments the board shall consider the qualifications of each certificated employee and the needs of the school district.

It shall be the responsibility of the superintendent to make recommendations to the board regarding the assignment of certificated employees. All extra duties, such as coaching or sponsoring extracurricular activities, are assigned at-will, and may be terminated, non-renewed, suspended or amended by the board at the recommendation of the superintendent without cause. Extra duty work that qualifies for additional compensation will be paid on a prorated basis for work already performed at the time of the change in duty assignment.

Any requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding assignment of such employees shall be followed.

Legal Reference: Neb. Statute 79-839

Cross Reference: 201.01 Board Powers and Responsibilities

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE TRANSFERS

Determining the location where an employee's assignment will be carried out is the responsibility and within the sole discretion of the board. In making such assignments the board shall consider the qualifications of each certificated employee and the needs of the school district.

A transfer may be initiated by the employee, the principal, or the superintendent.

It shall be the responsibility of the superintendent to make recommendations to the board regarding the transfer of certificated employees.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding transfers of employees shall be followed.

Legal Reference: Neb. Statute 79-839

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE EVALUATION

Evaluation of certificated employees on their skills, abilities, and competence shall be an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of certificated employees, other than administrators, but including extracurricular employees, shall be to improve the education program, to maintain certificated employees who meet or exceed the board's standards of performance, to clarify the certificated employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

The formal evaluation criteria shall be in writing. The formal evaluation shall provide an opportunity for the evaluator and the certificated employee to discuss the past semester's performance and the future areas of growth. The formal evaluation shall be completed by the evaluator, signed by the certificated employee and filed in the certificated employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the certificated employee's skills, abilities and competence.

The Superintendent will create an administrative regulation describing the procedure to be used for evaluations and including the evaluation instrument. At a minimum this will provide for evaluation of instructional performance, classroom organization and management, professional conduct, and personal conduct. It will provide for a written description of all noted deficiencies, specific means for the correction of the noted deficiencies and an adequate timeline for implementing the concrete suggestions for improvement. The teacher will be allowed to offer a written response. The regulation will also specify what training will be provided by the district for evaluators.

The superintendent will ensure that the evaluation tool and procedures of evaluation will be communicated to the certified staff in writing annually. The evaluation tool and procedures will also be included in the Teacher Handbook which is located on the school website.

It shall be the responsibility of the building principal to ensure permanent certificated employees are evaluated at a minimum annually. The evaluation shall include at least one classroom observation for one period fifty minutes in length. Periodic or partial evaluations may be done more frequently at the superintendent's discretion.

New and probationary certificated employees shall be evaluated at least once each semester. This evaluation procedure will include at least one classroom observation for one period, fifty minutes in length, each semester.

In the event a district changes its policies or procedures for certificated-employee evaluation, it shall submit the revised policies and procedures to the Commissioner or designee for approval.

The requirements stated in the Negotiated Contract between employees in the certified collective bargaining unit and the board regarding evaluation of such employees shall be followed.

Approved _____ Reviewed _____ Revised _____

Legal Reference: Neb. Statute 79-828
 NDE Rule 10-007.06

Cross Reference: 408.05 Certificated Employee Reduction-In-Force

ELGIN PUBLIC SCHOOLS EVALUATION POLICY

ADOPTION

The following Teacher Evaluation Policies and Procedures were adopted by the Board of Education of Elgin Public Schools at the regular meeting held February 9, 2022. These policies are available for public review in the superintendent's and principal's offices during normal business hours.

STATEMENT OF PURPOSE

The purpose of teacher evaluation at Elgin Public Schools is to ensure that a staff of adequately trained, competent, and caring teachers is maintained to insure all students the opportunity to receive a well-rounded education.

TEACHER EVALUATION CRITERIA

Appraisal will include formal evaluations, which will encompass the following areas – Foundational Knowledge, Planning and Preparation, Learning Environment, Instructional Strategies, Assessment, Professionalism, Vision and Collaboration.

- A. Foundational Knowledge
 - 1. The teacher shall demonstrate a current and comprehensive knowledge of content.
 - 2. The teacher shall demonstrate a current and comprehensive knowledge of instructional materials.
 - 3. The teacher shall demonstrate a current and comprehensive knowledge of instructional strategies and standards.
- B. Planning and Preparation
 - 1. The teacher shall integrate knowledge of content with instructional materials and strategies.
 - 2. The teacher shall integrate knowledge of content with the standards and the developed curriculum.
 - 3. The teacher shall develop rigorous instruction to support student learning, growth, and achievement.
- C. Learning Environment
 - 1. The teacher shall create and maintain a learning environment that fosters positive relationships and inclusivity.
 - 2. The teacher shall create and maintain a learning environment that fosters learning, development, and achievement.
- D. Instructional Strategies
 - 1. The teacher shall use evidence based, effective instructional strategies to promote active student engagement.
 - 2. The teacher shall use evidence based, effective instructional strategies to promote growth and achievement.

- E. Assessment
 - 1. The teacher shall use multiple methods of formative, interim, and summative assessments to measure student progress.
 - 2. The teacher shall use multiple methods of formative, interim, and summative assessments to inform ongoing planning, instruction, and reporting.
- F. Professionalism
 - 1. The teacher shall exhibit a commitment to professional ethics and participates in professional growth opportunities to support students.
 - 2. The teacher shall exhibit a commitment to professional ethics and participate in professional growth to increase self-learning and contribute to the profession.
- G. Vision and Collaboration
 - 1. The teacher shall contribute to and promote the vision of the school to the larger community.
 - 2. The teacher shall collaborate with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development, and achievement.

INSTRUCTIONAL GOALS

The instructional goals of the Elgin Public Schools as adopted by the Board of Education were reviewed and are reflected in the following:

- A. The Board of Education and the selected staff of Elgin Public Schools will provide a comprehensive school program which meets the needs of each individual student.
- B. The curriculum will assure that the students have exposure to subjects which are relative to college preparatory as well as vocational programs.
 - 1. Each student will be instructed at an appropriate level of difficulty.
 - 2. Each student will be graded on daily work and tests according to the discretion of the teacher.
 - 3. The instructor will use multi-sensory learning experiences.
 - 4. The instructor should allow for individual differences.
 - 5. Self discipline and citizenship will be encouraged.

PROCESS OF EVALUATION

- A. Tenured teachers shall receive a minimum of one formal evaluation per year.
- B. Probationary teacher shall receive a minimum of one formal evaluation per semester.
- C. Each formal evaluation shall be a minimum of one instructional period in length.

DOCUMENTATION OF EVALUATION

The teacher and administrator upon completion of the observation period shall within five (5) working days have a post observation conference to review and discuss the observation. The evaluation form will be signed by both parties. The signature of the teacher only indicates that they have had the opportunity to read and discuss the evaluation, but not necessarily that they are in agreement. One copy of the evaluation report will be given to the teacher, one copy will be on file in the principal's office, and the third copy will be on file in the main office.

TEACHER FORMATIVE/SUMMATIVE EVALUATION

District Name: Elgin Public Schools

TEACHER/SPECIALIST INFORMATION

Teacher/Specialist Name:

Grade/Subject:

School(s):

Evaluator:

School Year:

Date of Evaluation:

Status:

- ☐ Tenured Teacher
- ☐ Probationary Year One
- ☐ Probationary Year Two
- ☐ Probationary Year Three
- ☐ Semester 1 (Formative-Ratings required)
- ☐ Semester 2 (Summative-Ratings required)

Part I: Effective Practices. Probationary teachers/educational specialists are rated on the Effective Practices each semester based on at least one formal observation for a full instructional period and such other observation data as may have been collected.

EFFECTIVE PRACTICE: (1) Foundational Knowledge. The teacher demonstrates a comprehensive knowledge of content, instructional materials and strategies, students, and standards needed to provide each student with effective opportunities for learning, development, and academic achievement.

Evaluator Rating	Description
<input type="checkbox"/> Highly Effective	The teacher demonstrates a current and comprehensive knowledge of content, instructional materials and strategies, students, and standards needed to provide each student with effective opportunities for learning, development, and academic achievement.
<input type="checkbox"/> Effective	The teacher demonstrates a comprehensive knowledge of content, instructional materials and strategies, students, and standards needed to provide each student with effective opportunities for learning, development, and academic achievement.
<input type="checkbox"/> Developing	The teacher demonstrates limited knowledge of content, instructional materials and strategies, students, or standards needed to provide each student with effective opportunities for learning, development, and academic achievement.
<input type="checkbox"/> Ineffective	The teacher demonstrates a lack of knowledge of content, instructional materials and strategies, students, or standards needed to provide each student with effective opportunities for learning, development, and academic achievement.
Evaluator's Comments	

EFFECTIVE PRACTICE: (2) Planning and Preparation. The teacher integrates knowledge of content, instructional materials and strategies, students, and standards with the established curriculum to set high expectations and develop rigorous instruction for each student that supports the growth of student learning, development, and achievement.

Evaluator Rating	Description
<input type="checkbox"/> Highly Effective	The teacher purposefully and consistently integrates a comprehensive knowledge of content, instructional materials and strategies, students, and standards with the established curriculum to develop units, lessons, and other learning experiences that support the growth of individual student learning, development, and achievement.
<input type="checkbox"/> Effective	The teacher consistently integrates knowledge of content, instructional materials and strategies, students, and standards with the established curriculum to develop rigorous units, lessons, and activities that support the growth of student learning, development, and achievement.
<input type="checkbox"/> Developing	The teacher demonstrates a basic knowledge of content, instructional materials and strategies, students, and curriculum standards, but fails to integrate them consistently to develop units, lessons, and learning activities.
<input type="checkbox"/> Ineffective	The teacher displays a very limited knowledge of content, instructional materials and strategies, students, or curriculum standards, and/or fails to develop rigorous units, lessons, and learning activities.

Evaluator's Comments:

EFFECTIVE PRACTICE: (3) The Learning Environment. The teacher creates and maintains a learning environment that fosters positive relationships, inclusivity, learning, development, and achievement.

Evaluator Rating	Description
<input type="checkbox"/> Highly Effective	The teacher creates and consistently maintains an exceptional learning environment that fosters positive relationships, inclusivity, learning, development, and achievement.
<input type="checkbox"/> Effective	The teacher creates and maintains an effective learning environment that fosters positive relationships, inclusivity, learning, development, and achievement.
<input type="checkbox"/> Developing	The teacher strives to create and maintain a learning environment that fosters positive relationships, inclusivity, learning, development, and achievement; however, the results are not consistent.
<input type="checkbox"/> Ineffective	The teacher fails to create and/or maintain an effective, positive, learning environment.

Evaluator's Comments

EFFECTIVE PRACTICE: (4) Instructional Strategies. The teacher uses evidence based, effective instructional strategies to promote active student engagement, growth and achievement.

Evaluator Rating	Description
<input type="checkbox"/> Highly Effective	The teacher consistently uses evidence based, highly effective instructional strategies that result in continuous growth in engagement, learning, and achievement for each student.
<input type="checkbox"/> Effective	The teacher regularly uses evidence based, effective instructional strategies to ensure growth in engagement, growth, and student achievement.
<input type="checkbox"/> Developing	The teacher strives to use evidence based, effective instructional strategies to ensure growth in engagement, learning, and student achievement, but has inconsistent results.
<input type="checkbox"/> Ineffective	The teacher fails to use evidence based, effective instructional strategies to promote engagement, learning, and growth in student achievement.

Evaluator's Comments

EFFECTIVE PRACTICE: (5) Assessment. The teacher systematically uses multiple methods of formative, interim, and summative assessment to measure student progress and to inform ongoing planning, instruction, and reporting.

Evaluator Rating	Description
<input type="checkbox"/> Highly Effective	The teacher is viewed as an assessment leader for the building/district. He/she consistently creates and uses multiple methods of formative, interim, and summative assessment to measure student progress. The teacher uses assessment results when planning, preparing for instruction, and reporting while allowing for student feedback.
<input type="checkbox"/> Effective	The teacher consistently develops and uses multiple methods of formative, interim, and summative assessment to measure student progress. The teacher uses assessment results when planning, preparing for instruction, and reporting while allowing for student feedback.
<input type="checkbox"/> Developing	The teacher has limited understanding of the various methods of assessment, and/or the teacher uses assessment results inconsistently and student feedback is minimal.
<input type="checkbox"/> Ineffective	The teacher has little or no understanding of assessment methods and uses them inconsistently or incorrectly. Assessment results are ignored or not used appropriately and student feedback is very minimal.

Evaluator's Comments

EFFECTIVE PRACTICE: (6) Professionalism. The teacher exhibits a commitment to professional ethics and participates in professional growth opportunities to support students and self learning, and contributes to the profession.

Evaluator Rating	Description
<input type="checkbox"/> Highly Effective	The teacher serves as a role model and leader of professional ethical behavior and serves as a leader to promote professional growth opportunities to support student and self learning, and contributes to the profession.
<input type="checkbox"/> Effective	The teacher consistently acts in professional ethical behaviors as a member of the professional community and participates in professional growth opportunities to support student and self learning, and contributes to the profession.
<input type="checkbox"/> Developing	The teacher understands professional ethical behavior but is inconsistent in demonstrating a high level of professional practice and participates in professional growth opportunities to support student and self learning, and contributes to the profession on a limited basis.
<input type="checkbox"/> Ineffective	The teacher fails to act in a professional ethical manner, rarely participates in professional growth opportunities to support students and self learning, and rarely contributes to the profession.

Evaluator's Comments

EFFECTIVE PRACTICE: (7) Vision and Collaboration. The teacher contributes to and promotes the vision of the school and collaborates with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development and achievement.

Evaluator Rating	Description
<input type="checkbox"/> Highly Effective	The teacher takes a leadership role in contributing to and promoting the vision of the school and continuously collaborates with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development, and achievement.

<input type="checkbox"/> Effective	The teacher contributes to and promotes the vision of the school and collaborates with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development, and achievement.
<input type="checkbox"/> Developing	The teacher strives to promote the vision of the school and to collaborate with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development, and achievement, but with limited or inconsistent results.
<input type="checkbox"/> Ineffective	The teacher fails to contribute to and promote the vision of the school. The teacher fails to recognize his/her responsibility to collaborate with students, families, colleagues, and the larger community, and to share responsibility for the growth of student learning, development, and achievement.
Evaluator's Comments	

SUMMARY OF EFFECTIVE PRACTICES

Areas of Strength

Areas for Development

Additional Comments

Part III: Individual Professional Development Plan. (Attach plan) The Individual Professional Development Plan is evaluated only in Probationary Years 2 and 3 of a Developing Teacher. In those years, the IPD Plan is reviewed in the first semester evaluation conference and rated in the second semester evaluation conference.

- **Part III is on file and has been approved by the administrator. Not Rated.**

	Description
Highly Effective	The Individual Professional Development Plan's goals have been met or exceeded in all respects. There is evidence that implementation and completion of the Plan has led to significant, positive, and lasting change in job performance.
Effective	The Individual Professional Development Plan's goals have been met or nearly met on an overall basis. There is evidence that implementation and completion of the Plan has led to a positive change in job performance.
Developing	The Individual Professional Development Plan's goals have not been met or have been only partially met on an overall basis. There is limited evidence to date that implementation of the Plan has led to a positive change in job performance.
Ineffective	The Individual Professional Development Plan's goals have not been met to a satisfactory degree. Implementation of the plan has not led to a positive change in job performance.
Evaluator's Comments	

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Part VI Overall Rating - An overall rating is provided in the second semester conference only for probationary teachers/specialists. The overall rating is utilized at the time of the evaluation/observation process for tenured teachers/specialists.

Evaluator Rating	Description
<input type="checkbox"/> Highly Effective	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for all evaluative criteria and exceeds expected performance in many respects. He/she takes a leadership role in professional development and school leadership activities.
<input type="checkbox"/> Effective	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for the evaluative criteria on an overall basis and is actively engaged in professional development and school leadership efforts.
<input type="checkbox"/> Developing	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for most evaluative criteria and is satisfactorily participating in an improvement plan.
<input type="checkbox"/> Ineffective	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist does not meet district performance standards for a significant segment of the evaluative criteria and improvement efforts have been inadequate.

Evaluator's Comments
Areas of Strength
Areas for Development
Additional Comments

Evaluator Signature:

Date:

Teacher/Specialist Signature:

Date:

My signature certifies that the evaluation results have been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond in writing to any issues contained in the evaluation

CERTIFICATED EMPLOYEE PROBATIONARY STATUS

The first three years of a new full-time certificated employee's contract shall be a probationary period. The probationary period for part-time certificated employees shall be based upon formulas provided by state statute.

During this probationary period the superintendent may terminate or amend the certificated employee's contract at year-end or discharge the employee in concert with corresponding board policies.

Legal Reference: Neb. Statute 79-828

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE SALARY SCHEDULE

The board shall establish salary schedules for certificated employees' positions keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and other factors deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board annually regarding the salary schedule. The salary schedule shall be subject to review and modification through the collective bargaining process.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding wages and salaries of such employees shall be followed.

Cross Reference: 406 Certificated Employees - General
 407.02 Certificated Employee Salary Schedule Advancement

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE SALARY SCHEDULE ADVANCEMENT

The board shall determine which certificated employees will advance on the salary schedule for the certificated employees' positions, keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and other considerations as determined by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board for the advancement of certificated employees on the salary schedule.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding salary schedule advancement of such employees shall be followed.

Cross Reference: 406 Certificated Employees - General
 407 Certificated Employee Compensation and Benefits

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE CONTINUED EDUCATION CREDIT

If the Negotiated Contract is silent, school districts need to insert a deadline in this policy. It is recommended the deadline be before budget certification so school districts can budget for the increase. It is also recommended that this date be well in advance of Reduction In Force deadlines due to issues of determining instructional areas of certification and endorsement for individual staff members. If the Negotiated Contract contains a date, that date can be inserted in this policy.

Continued education on the part of certificated employees may entitle them to advancement on the salary schedule or endorsement in additional subjects. Certificated employees who have completed additional hours will be considered for advancement on the salary schedule. The board shall determine which certificated employees will advance on the salary schedule for continued education keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and any other items deemed relevant by the board.

Certificated employees who wish to obtain additional education for advancement on the salary schedule or other job-related purposes must notify their supervisor by July 1st of the school year preceding the actual year when advancement or addition of endorsements occurs. Additional education for salary advancement must be in the same area as the education that was required of the employee to hold the employee's current position with the school district. For purposes of illustration only, a math teacher would advance on the salary schedule only if the additional education was in math courses. The superintendent has the discretion to approve credit outside the employee's area of endorsement or responsibility if he/she believes it to directly improve the employee in their specific job performance.

It shall be the responsibility of the superintendent to make a recommendation to the board for the advancement of a certificated employee on the salary schedule.

The requirements stated in the Negotiated Contract between certificated employees in a certified collective bargaining unit and the board regarding continued education credit of such employees shall be followed.

Cross Reference: 406 Certificated Employees - General
408.05 Certificated Employee Reduction-In-Force

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE COMPENSATION FOR EXTRA DUTY

A certificated employee may volunteer or be required to take on extra duty, with the extra duty being secondary to the major responsibility of the certificated employee. The board shall establish a salary schedule for extra duty certificated employee positions, keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and other considerations as determined by the board.

Vacant extra duty positions, for which extra compensation will be earned, will be posted or announced to allow qualified certificated employees to volunteer for the extra duty. If no certificated employee volunteers for extra duty, the superintendent shall assign the extra duty positions to qualified certificated employees. The certificated employee shall receive compensation for the extra duty required to be performed.

It shall be the responsibility of the superintendent or his/her designee to make a recommendation to the board annually as to which certificated employees shall have the extra duty, and the salary schedule for extra duty, for the board's review.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding the compensation for extra duties of such employees shall be followed.

Cross Reference: 406 Certificated Employees - General

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE WORKERS' COMPENSATION

The district will participate in workers' compensation as required by statute. All employees of the district will be covered by workers' compensation regardless of type of assignment, length of assignment or hours worked per day.

The selected workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to qualifying employees. The amount of workers' compensation wage-replacement and sick leave benefits shall not exceed a regular daily rate of pay.

The superintendent shall be responsible for developing administrative regulations to implement the workers' compensation plan and shall annually review the costs and performance of the plan with the board, making recommendations for changes as necessary.

Legal Reference: Neb. Statute 48-101 et seq.

Cross Reference 404 Employee Health and Well-Being
 905 Safety Program

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE TAX SHELTER PROGRAMS

The board authorizes the administration to make a payroll deduction for certificated employees' tax sheltered annuity premiums purchased from any company the employee chooses or through a Nebraska-licensed salesperson selected by the employee.

Certificated employees wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding the tax sheltered annuities of such employees shall be followed.

Cross Reference: 707 Payroll

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE NEGOTIATIONS

Certificated employees of the district shall have the right to form, join and participate in the activities of organizations of their choosing for the purpose of representation of all matters of employment relations, but no certificated employee shall be compelled to join such an organization. Boards may enter into collective bargaining agreements for periods not to exceed four years.

The following timelines shall be in effect for the annual negotiations process preceding the contract year in question:

1. On or before September 1 the certificated and instructional employees' collective bargaining agent shall request recognition as bargaining agent.
2. The governing board shall respond to such request not later than October 1.
3. On or before November 1 negotiations shall begin.
4. On or before February 8 if an agreement is not reached, the parties shall submit to mandatory mediation or factfinding as ordered by the commission unless the parties mutually agree in writing to forgo mandatory mediation or factfinding.
5. On or before March 25 or within twenty-five days after the certification of the amounts to be distributed to each local system and each school district, whichever occurs last in time, negotiations, mediation, and factfinding shall end.
6. If an agreement has not been achieved on or before the date in item 5 above, either party may, within fourteen days after such date, file a petition with the commission to resolve the dispute.
7. The commission shall render a decision on or before September 15.

There shall be no fewer than four negotiations meetings between the certificated and instructional employees' collective bargaining agent and the governing board's bargaining agent prior to mediation, unless the parties agree to a new negotiated agreement. Either party may seek a bargaining order as provided in statute at any stage in the negotiations.

In seeking a bargaining order, the commission shall provide the parties with the names of five individuals qualified to serve as the resolution officer. If the parties cannot agree on an individual, each party shall alternately strike names, with the remaining individual serving as the resolution officer.

The resolution officer may:

1. determine whether the issues are ready for hearing and settlement;
2. identify for resolution terms and conditions of employment that are in dispute and which were negotiated in good faith but upon which no agreement was reached;
3. accept terms and conditions;
4. schedule hearings;
5. prescribe rules of conduct for conferences;

Approved _____ Reviewed _____ Revised _____

6. order additional mediation if necessary;
7. take any other action which may aid in resolution of the dispute; and
8. consult with an interested outside party only with the concurrence of all parties.

The resolution officer shall choose the most reasonable final offer on each issue in dispute. If either party is dissatisfied with the resolution officer's decision, it shall have the right to file an action with the commission seeking a determination of terms and conditions of employment. The commission shall resolve, as provided by statute, all the issues identified by either party and which were recognized by the resolution officer as a dispute. If parties have not filed with the commission by the latter of March 25 or within twenty-five days after the certification of school funds, the decision of the resolution officer shall be deemed final and binding.

Legal Reference: Neb. Statute 48-811, 816, and 818

Cross Reference: 201.01 Board Powers and Responsibilities

CERTIFICATED EMPLOYEES - RESIGNATION

Any certificated employee who wishes to be released from contract should consider the difficulty of securing an adequate replacement for the district and disruption to the educational program. A late resignation greatly increases this difficulty and disruption.

A certificated employee who wishes to be released from his/her contract shall immediately deliver a written and signed notice of resignation to the office of the Superintendent. The Superintendent, upon reviewing the request and its impact on the district, shall forward the request to the School Board with an appropriate recommendation.

The School Board shall make the final determination regarding the request but shall have no obligation to approve the employee's early release from contract.

The Board may request the employee to continue as a member of the staff and to fulfill the terms of his/her contract. The early release, if allowed, will become effective at the end of the school year in which it is submitted. If the employee has requested the release to become effective at an earlier date than the end of the school year, the Board may consider it on an individual basis.

An employee's refusal to fulfill his/her contract shall be cause for the district to request a suspension or revocation of certification by the Nebraska Department of Education.

Legal Reference: Nebraska Statutes 79-817 to 79-845
NDE Rule 27, part 007

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE CONTRACT RELEASE

A request for release from a contract shall be contingent upon finding a suitable replacement with the following exception: A request for release from contract submitted before April 15 of the current school year requesting release for the upcoming school year shall be accepted by the Board without any conditions.

The Superintendent or his designee shall have the sole responsibility for determining the criteria used to define a suitable replacement for each position.

[The Board of Education shall act upon a request from a certificated employee to be released from his/her contract in the current year if the following conditions are met:

- 1. The employee provides the Board of Education with sixty (60) calendar days notice prior to the effective requested date of resignation.*
- 2. The effective date of the resignation shall coincide with the end of a grading period.]*

If in the opinion of the certificated employee unusual circumstances exist, the certificated employee may appeal to the Board to waive any of the above stated requirements.

The superintendent is authorized to file a complaint with the Nebraska Professional Practices Commission against a certificated employee who leaves without proper release from the board.

The Board of Education reserves the right to seek damages against any certificated employee as a result of breach of contract.

Legal Reference: NDE Rule 27
Neb. Statute 79-817 et seq.

Cross Reference: 406.03 Certificated Employee Individual Contracts
406.04 Certificated Employee Continuing Contracts

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE RETIREMENT

Mandatory retirement ages are a violation of federal law. Nebraska courts allow employees to retract their intention to retire at any time prior to formal acceptance by the board.

Certificated employees who will complete their current contract with the board may apply for retirement. No certificated employee will be required to retire at a specific age.

Application for retirement will be considered made when the certificated employee states in writing to the superintendent, no later than the date set by district policy for the return of the employee's contract to the board, the intent of the employee to retire. The letter must clearly state the employee's desire to retire.

Applications made after the date set by the board for the return of the employee's contract to the board may be considered by the board if special circumstances exist. It shall be within the discretion of the board to determine whether special circumstances exist.

Board action to approve a certificated employee's application for retirement shall be final and such action constitutes nonrenewal of the employee's contract for the next school year.

Certificated employees who retire under this policy may qualify for retirement benefits through the State School Retirement Fund.

Certificated employees and their spouse and dependents shall be allowed to continue coverage in the school district's group health insurance program at their own expense by meeting the requirements of the insurer.

Cross Reference: 402.09 Recognition for Service of Employees

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE SUSPENSION OR TERMINATION

Certificated employees shall perform their assigned job, respect and follow board policy and obey the law. The superintendent is authorized to suspend a certificated employee pending board action on a discharge, for investigation of charges against the employee, and for disciplinary purposes. It shall be within the discretion of the superintendent to suspend a certificated employee with or without pay.

In the event of a suspension or termination, the applicable state statutes shall be followed.

Cross Reference: 405 Employee Conduct and Appearance

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE REDUCTION-IN-FORCE

An inclusive list of selection characteristics for personnel affected by reduction-in-force is provided below. The board may include some or all of these at its discretion, and may prioritize them in the order it wishes. The policy should specify whether characteristics are listed in order of importance or whether they will be given equal weight. The board's evaluation policy must be cross-referenced as supplemental material due to state statute 79-846 that requires "if employee evaluation is to be included as a criterion to be used for reduction in force, specific criteria such as frequency of evaluation, evaluation forms, and number and length of classroom observations shall be included as part of the reduction-in-force policy."

The board has the exclusive authority to determine the appropriate number of certificated employees. Reductions-in-force of certificated staff members may be required due to changes in the size or nature of the student population, limited financial support, changing programs, staff realignment or other changes in circumstances. Reduction-in-force may result in termination of employment, an amendment to the employee's contract reducing the employee from full-time to part-time status or an amendment to the contract of a part-time employee further reducing that employee's percentage of employment.

Prior to the reduction-in-force the board shall present evidence that such changes in circumstances have occurred. If a reduction of certificated staff is necessary, the superintendent or designee shall recommend to the school board those certificated employees to be reduced in employment under the provisions of this policy. No permanent employee may be selected for a reduction-in-force while a probationary employee is retained to perform a service that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

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

The selection of personnel to be terminated shall be made with consideration given to the following, NOT LISTED IN ORDER OF IMPORTANCE.

1. Programs to be offered;
2. Areas of certification and endorsement;
3. State and federal regulations which may mandate certain employment practices;
4. Special qualifications that may require specific training and/or experience;
5. Contributions to activity programs;
6. Qualifications based on past performance and competence as determined by the principal and/or superintendent through employee evaluation procedures;

Approved _____ Reviewed _____ Revised _____

7. The organizational and educational impact created by multiple part-time certificated employees; and
8. Any other reasons which can be rationally related to the instruction in or administration of the school system.

Employee evaluations (including frequency of evaluations, evaluation forms, and number and length of classroom observations, if applicable) used under this policy shall conform to the board policies and administrative rules, regulations, and practices in effect at the time for the periodic evaluation of certificated staff members.

If, after consideration of the above, it is the opinion of the superintendent that no significant difference exists between certificated employees being considered for reduction-in-force, then the employee with the longest uninterrupted service to the district shall be retained.

The applicable state statutes for all employees selected for a reduction-in-force shall be followed.

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

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

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

Legal Reference:

Neb. Statute 79-846 to 849
79-824 to 844

Cross Reference:

402 Employees and Internal Relations
406.08 Certificated Employee Evaluation

EARLY RETIREMENT INCENTIVE PROGRAM POLICY

A. PURPOSE

The Early Retirement Incentive Program (Program) is intended to benefit qualified certificated employees who are considering retirement. The Program's objectives include, but are not limited to, the following:

1. Offering financial incentives which will assist long-term employees who are considering retirement;
2. Reducing costs to the school district by replacing maximum salaried employees with lesser salaried employees; and
3. Providing a balance of employee experience.

B. QUALIFICATIONS

1. Certificated Employee. To participate in the Program, a person must be a teacher or administrator certificated by the Nebraska Department of Education, and employed by the School District in a capacity which requires such certification.

2. Full-Time Equivalency. Certificated employees who are employed .5 full-time equivalency (FTE) or higher in an employment position that requires a certificate from the Nebraska Department of Education may participate in the Program, provided that the part-time employee's benefits under such a plan shall be pro-rated based on their FTE as of December 1st of the employee's final contract year.

3. Minimum Age and Years of Service. To be eligible for this Program, a certificated employee must: (a) be 55 years of age on or before August 31st after the school year of application (i.e. August 31, 2015 of the 2014-15 school year) (b) have completed 10 total years of continuous, credited service in the employment of the school district, and (c) meet any other criteria established by the board of education at the regular March meeting during the 2014-15 school year and at the regular December meeting in all following school years (such as department or building eligibility). Credited service shall be defined as continuous employment with the school district as a .5 FTE or greater certificated employee through

the employee's last year of service in an employment position that requires a certificate from the Nebraska Department of Education. Board-approved leave for military service, for a sabbatical or for a leave of absence, or any leave required to be granted according to law, shall not be included as credited years of service, but the employee's leave of absence shall not be considered a break in continuous service for purposes of this policy. In determining years of credited service with the district for the purpose of meeting the eligibility requirement of 10 total years of service, less than full-time employment would reduce the employee's full-time equivalent employment for a school year. For example, an employee employed on a half-time (.5 FTE) basis would be credited with half a year (.5) of full-time equivalent employment.

C. ENROLLMENT REQUIREMENTS

1. Resignation. Participants in the Program will resign their positions with the school district effective at the close of the school year in consideration for the benefits outlined in Section D below.

2. Application. An employee must submit a signed Application and Agreement form to the board of education on or before April 6, 2015 during the 2014-15 school year and on or before February 1st during all following school years of the employee's last intended school year of employment. The superintendent shall review the employee's record to determine whether the employee is eligible for the Program. The Board will notify the applicant on or before April 15, 2015 during the 2014-15 school year and on or before February 15th in following school years of its action on his or her application.

3. Employee's Ineligibility. An employee who has received written notice of possible contract termination or cancellation shall not be eligible to participate in this Program unless (1) the notice of termination or cancellation is withdrawn by the administration or (2), after a hearing before the board of education, the board determines that said employee's employment should not be canceled or terminated.

D. BENEFITS

1. Calculation of Benefits: The benefit to be paid under this Program shall be an amount based on the teacher's teaching contract salary for his or her last year of service, multiplied by the number of years of credited service in the district, multiplied by 1.5%. For example, for an

employee with a teaching contract salary of \$30,000 and twenty-five (25) years of credited service, the benefit will be \$30,000, multiplied by 25 (years), multiplied by .015, for a total benefit of \$11,250. Contract salary refers to the basic salary paid from the salary schedule or as otherwise shown on the contract, which excludes salary paid for extra responsibility, extended contract, fringe benefits, and any professional career increment.

2. Payment of Benefit. The benefit shall be paid into a Health Retirement Account (HRA) designated by the employer in two (2) equal payments on or before September 20th of the calendar year of the employee's resignation, and on or before January 20th of the following calendar year. The employee and board of education may, by mutual agreement, schedule the payment of the benefit in more than two (2) payments, or may vary the amounts of the payments, so long as the first payment does not exceed fifty percent (50%) of the total benefit.

3. Limitation on Payment. The board of education shall, in its sole and unfettered discretion, determine whether to budget and fund any Early Retirement Incentive Program payments in a particular year, and shall determine the total amount of such payments, if any, that will be made available for such payments.

4. Source of Funds. The school district shall pay the entire cost of the plan.

5. Administration. This Program shall be administered by the board of education by and through the administration of the school district.

6. Beneficiary Designation. In order for the application to be considered complete, a beneficiary must be designated.

7. Income Tax Consequences. The IRS has determined that contributions to the cost of health insurance premiums of a retired employee are not subject to social security, Medicare, federal unemployment (FUTA), and federal income tax withholding. Therefore, FICA, Social Security taxes, and other employment taxes will not be withheld from payments made pursuant to this Program unless the Board, in its sole discretion, determines such taxes are required by law to be withheld. Otherwise, and except as otherwise provided in the Program, no state or federal retirement contributions, FICA, FUTA, or state or federal unemployment contributions will be withheld from or contributed in relation to the payments. You are

encouraged to consult with an accountant or tax attorney if you have any questions or concerns about tax consequences.

8. COBRA Rights. A separating employee will have the opportunity to continue health insurance benefits as may be permitted by the provisions of the Comprehensive Omnibus Budget Reconciliation Act or other applicable law. The employee shall be responsible for any payments required to participate in the COBRA program.

E. ADMINISTRATION

Application and Waiver. An employee who elects to participate in the Program, and the school district (through its board of education), shall execute the Application and Agreement, Exhibit "A" attached hereto. That Application and Agreement shall inform the employee that the Voluntary Separation Program is totally voluntary in nature and provides each employee at least 45 days to consider the ramifications of participation in the Program before making a decision. An employee may waive the 45 day consideration period. The Application and Agreement shall also include a specific Waiver and Release of Claims of the participants' rights under the Age Discrimination and Employment Act (ADEA), 29 USC § 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, NEB. REV. STAT. § 48-1001 *et seq.*, the Employee Separation Income Security Act of 1974 (ERISA), 29 USC § 1001 *et seq.*, and all other state and federal constitutions, statutes and regulations that relate to the validity of the Program, and allows the employee to revoke the Release or Waiver at any time within seven (7) days after both the employee and the Board have signed the contract, and advises the employee to consult with an attorney before signing the Application and Agreement.

An employee who submits an application to participate in the Program may withdraw the application within 7 days after it is approved by both parties, but not afterward without the written consent of the board of education. Each application will be reviewed on an individual basis. The board shall, in its sole discretion, determine the number of applications to be approved in any given year. If the Board receives more applications for voluntary separation than it approves, the Board shall approve the applications as follows:

1. The Board will approve the application of the employee with the most years of service to the district.

2. If the years of service to the district are exactly the same, the Board will approve the application of the employee with the most years of service in education (years of service to the district plus years of service to any other school district).
3. If the years of service of those involved are exactly the same, the Board will approve the application of the employee which was first received by the district.

An employee's application to participate in the Program is in itself not a resignation of a contract with the School District. However, the Board's approval of an employee's application will be considered the approval of the employee's voluntary resignation and termination of the employee's continuing contract. If the Board does not approve an employee's application, the employee's contract will continue in effect, and the employee will remain an employee by the School District unless he or she otherwise resigns or his or her contract is terminated for just cause.

F. TERM OF PROGRAM

This policy shall be reviewed annually and its availability terminated at any time at the Board's sole discretion. The Board will generally determine no later than February during the 2014-15 school year and no later than its December meeting in the following school years the number of early retirement applications that will be accepted in the then current school year and any other eligibility limitations or requirements (such as building or department requirements). This Program shall be offered only to eligible employees as defined herein, who satisfy the Program requirements prior to the applicable deadline, and who submit an ERIP Application and Agreement prior to the applicable deadline.

G. LIMITATIONS OF APPLICATIONS

The Board reserves the right to limit the number of voluntary separation applications granted during any single school year if the number of requests results in separation payments that exceed budget constraints and/or if multiple requests from employees within a single department could, in the opinion of the school administration, result in the excessive loss of continuity of instruction and effectiveness of that department. If multiple employees from the same department submit requests in the same school year, the priority of applicants granted will be determined in accordance with paragraph E.

Cross Reference; 408.03 certified employee retirement

Approved _____
Reviewed _____
Revised _____

CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT

NDE standards require school districts to conduct staff development sessions. Each teacher must participate in at least ten hours of staff development activities each year.

The board encourages certificated employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board shall maintain and support an in-service program for certificated employees.

The superintendent and or designee will develop and schedule in-service workshops as appropriate to the needs of the district and will inform the board regarding in-service staff development.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding professional development of such employees shall be followed.

Legal Reference: NDE Rule 10
Neb. Statute 79-830

Cross Reference: 409.02 Certificated Employee Training, Workshops or
Conferences

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE TRAINING, WORKSHOPS OR CONFERENCES

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, shall be made to the *superintendent*. Approval of the *superintendent* must be obtained prior to attendance by a certificated employee in a professional development program when the attendance would result in the certificated employee being excused from their duties or when the school district pays the expenses for the program.

Employees authorized by the *superintendent* to represent the school system at training, workshops and conferences will be allowed salary and expenses in conformance with regulations on expense reimbursement. Requests that involve unusual expenses or overnight travel must also be approved by the *superintendent*.

The superintendent shall have sole final discretion to allow or disallow certificated employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the certificated employee and the school district, the effect of the certificated employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding professional development of such employees shall be followed.

Cross Reference: 402.08 Employee Travel Compensation
 402.11 Credit Cards

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE PUBLICATION OR CREATION OF MATERIALS

Materials created by certificated employees and the financial gain therefrom shall be the property of the school district if school materials and time were used in their creation or such materials were created in the scope of the certificated employee's employment. The certificated employee must seek prior written approval of the superintendent concerning such activities.

Cross Reference: 402.03 Employee Conflict of Interest
 607.04 Student Production of Materials and Services

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE TUTORING

Every effort will be made by the certificated employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by certificated employees may be approved by the superintendent.

Certificated employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the board.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent.

Legal Reference: NDE Rule 27
 Neb. Statute 49-14,101.01

Cross Reference: 402.03 Employee Conflict of Interest
 403.06 Employee Outside Employment

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE JURY DUTY LEAVE

Any employee who is summoned to serve on jury or election board duty, or who is subpoenaed to provide testimony, shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty, as a result of his or her absence from work due to such service provided the employee submits a copy of the summons, in advance, to the employee's supervisor.

Certificated employees will receive their regular salary. Any payment for jury duty shall be paid to the school district. If the employee is excused from jury duty during the first half of the day, the employee is expected to return to work for the afternoon.

Legal Reference: Neb. Statute 25-1640

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE MILITARY SERVICE LEAVE

Certificated employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve and State Guard are entitled to a leave of absence, without loss of pay, on all days during which they are employed under the orders or authorization of competent authority in the active service of the State or United States. Such leave of absence will be without loss of pay for a period not to exceed fifteen (15) work days in any one calendar year. Such leave of absence will be in addition to any leave provided by the District through policy or negotiated agreement. Any such leave which extends beyond fifteen (15) work days in any one calendar year shall be without pay from the remaining contract payments.

If the Governor of the State of Nebraska declares a state of emergency any of the above certificated employees who are ordered to active service shall receive an additional leave of absence will be granted until such member is released from the active service by competent authority. During this additional leave of absence, the employee shall receive such portion of his or her salary or compensation as will equal the loss he or she may suffer while in the active service of the state. The loss he or she may suffer while in the active service of the state is defined as the differential between military salary and district salary.

Employees who are required to leave a position other than temporary for training with the armed forces of the United States or to undertake military duty in the active service of the state are entitled to a leave of absence for such period, not to exceed five years, plus any additional period as provided by law, without loss of status and without loss of pay during the first fifteen work days, which pay for the first fifteen work days is not in addition to that described above.

Upon an honorable discharge from active service, such employee shall be entitled to a return to a comparable position as provided by law as long as he or she:

1. has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise unreasonable);
2. has not been absent from his or her job for more than five years; and
3. returns to work as outlined below.

The following periods and conditions of return to work apply to the employee who was absent:

1. If absent less than 31 days, the employee must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;
2. If absent more than 30 days but less than 181 days, the employee must submit an application for reemployment within 14 days after the completion of service;
3. If absent more than 180 days, by submitting an application for reemployment within 90 days after the completion of service.

Approved _____ Reviewed _____ Revised _____

Such person shall not be discharged without justifiable cause within one year after reinstatement if the person's period of military service before the reemployment was more than 180 days. Such person shall not be discharged without justifiable cause within 180 days after the date of reemployment if the person's period of military service before the reemployment was more than 30 days but less than 181 days.

An employee reemployed after military leave will be treated as not having incurred a break in service. Absence for any of the reasons stated above shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of the employee's employment normally to be anticipated in the employee's particular position.

Legal Reference: Neb. Statute 55-160 to 166
 79-838
 38 U.S.C. §§ 4312, 4313, 4316, 4317
 20 C.F.R. §§ 1002.259, 1002.261, 1002.262, 1002.267

CERTIFICATED EMPLOYEE UNPAID LEAVE

Unpaid leave may be used to excuse an involuntary absence not provided for in this or other leave policies of the board. Unpaid leave for certificated employees must be authorized by the superintendent. Any unused Personal Leave days must be applied to such absences rather than including them as Unpaid Leave.

The superintendent shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent shall consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the financial condition of the school district, the reason for the requested absence and other factors the superintendent believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

Whenever possible, certificated employees shall make a written request for unpaid leave ___ 12 business ___ days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary shall be made unless they are waived specifically by the superintendent.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding the unpaid leave of such employees shall be followed.

Approved _____ Reviewed _____ Revised _____

The board recognizes the need for substitute teachers. Substitute teachers shall be certificated to teach in Nebraska.

It shall be the responsibility of the building principal to maintain a list of substitute teachers who may be called upon to replace regular contract certificated employees. Individuals whose names do not appear on this list will not be employed as a substitute without specific approval of the superintendent. It shall be the responsibility of the building principal to fill absences with substitute teachers immediately.

Substitute teachers will be paid a per diem rate. Substitutes employed for more than 15 consecutive days in the same position shall be paid according to the prevailing salary schedule at 1/185 of base pay starting on day 16. Substitute certificated employees are expected to perform the same duties as the certificated employees.

Cross Reference: 406.01 Certificated Employee Defined
406.02 Certificated Employee Qualifications, Recruitment
and Selection

Approved _____ Reviewed _____ Revised _____

SUMMER SCHOOL CERTIFICATED EMPLOYEES

It shall be within the discretion of the board to offer an education program during the summer recess. Certificated employees who volunteer or who are appointed to deliver the summer education program shall be compensated in addition to their regular duties during the school academic year at a rate of substitute pay, unless such arrangements are made prior to determining the employee's compensation for the year.

Should the board determine a summer education program is necessary, certificated employees shall be given the opportunity to volunteer for the positions available. If the board determines a course must be offered and no certificated employee volunteers for the position, the board will make the necessary arrangements to fill the position. The board will consider applications from volunteers of current certificated employees in conjunction with other applications.

It shall be the responsibility of the superintendent to make a recommendation to the board regarding the need for and the delivery of the summer education program.

Cross Reference: 604.02 Summer School Instruction

Approved _____ Reviewed _____ Revised _____

ATTENDANCE OFFICER

Schools are required to have a designated attendance officer to monitor student absences. The school may designate one of the administrators to fill this position.

The board shall appoint a certificated employee from each school building to serve as the building's attendance officer.

The principal shall notify the attendance officer when a student is absent. The attendance officer shall investigate the cause of a student's absence and attempt to ensure the student's attendance. The attendance officer may take the student into custody. A student taken into custody shall be placed in the custody of the principal. The attendance officer shall attempt to contact the student's parents when the student is taken into custody.

Legal Reference: Neb. Statute 79-208 and 209

Cross Reference: 503.04 Truancy - Unexcused Absences

Approved _____ Reviewed _____ Revised _____

EDUCATION AIDE

The board may employ education aides or other instructional support personnel to assist certificated personnel in nonteaching duties, including, but not limited to:

- managing and maintaining records, materials and equipment;
- attending to the physical needs of children; and
- performing other limited services to support teaching duties when such duties are determined and directed by the teacher.

Education aides who hold a teaching certificate shall be compensated at the rate of pay established for their position as an education aide. It shall be the responsibility of the principal to supervise education aides.

Cross Reference: 412.02 Support Staff Qualifications, Recruitment, Selection

Approved _____ Reviewed _____ Revised _____

STUDENT TEACHERS

Qualified students from accredited teacher training institutions may, at the discretion of the Superintendent, be assigned in the district for professional laboratory experiences. The selection of students and the requirements for qualifications shall be the responsibility of the college in which the student is enrolled.

The assignment of college students accepted for such professional laboratory experiences will be made by the Superintendent, with assistance from the Principal of a designated building and through the Principal to a designated supervising teacher. The college, along with the administrative and instructional personnel of the district, share responsibility to supervise this professional laboratory experience.

The authority to accept, assign, and discontinue any college student participating in such professional laboratory experiences in the district shall rest with the Superintendent.

The college student, while assigned to the district for such experiences, maintains a responsibility to the school district and the children enrolled which parallels that of a professionally certificated member of the staff including the following of all policies and regulations of the district. In emergencies, such student teachers may be utilized to substitute for professionally certificated staff members.

The Board directs the Superintendent to implement this policy in a manner which will ensure that the student teaching in the district will be a very meaningful, beneficial activity for both the school and the student teacher.

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF DEFINED

Support staff are employees who are not administrators or employees in positions which require a Nebraska Department of Education teaching certificate and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Support staff shall include, but not be limited to, teacher and classroom aides, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time. Full-time school nurses are often included at the board's discretion as certificated staff.

It shall be the responsibility of the superintendent to establish job specifications and job descriptions for support staff positions. Job descriptions may be approved by the board.

Support staff required to hold a license for their position must present evidence of their current license to the *superintendent* prior to payment of wages each year.

Cross Reference: 406.01 Certificated Employee Defined
 413.03 Support Staff Group Insurance Benefits

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF QUALIFICATIONS, RECRUITMENT, AND SELECTION

Managing the qualifications, recruitment and selection of candidates for these positions shall be the responsibility of the superintendent or designee who shall confer with principals and other supervisory personnel in making a selection.

Persons interested in a support staff position shall have an opportunity to apply and qualify for support staff positions in the school district without regard to age, race, creed, color, sex, national origin, religion, disability, pregnancy, or childbirth or related medical condition. Job applicants for support staff positions shall be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state or other license or certificate, if required, for the position.

All vacancies shall be made known to the present staff. Anyone qualified for a position may submit an application.

Announcement of the position shall be through means the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from, and completed applications shall be returned to, the central administration office. A standard application form shall be developed for these positions to ensure the enforcement of non-discrimination employment procedures. A signed release shall be obtained from the prospective candidates authorizing reference and background checks.

Whenever possible, the preliminary screening of applicants shall be conducted by the administrator who directly supervises and oversees the position. The interviewer shall work from a written list of interview questions, using the same set of questions for each applicant. Gaps in the applicant's employment record will be questioned and checked.

In the initial employment process, including on the initial application, should there be one, the applicant shall not be asked to disclose, orally or in writing, information concerning the applicants criminal record or history, until it has been determined that the applicant meets the minimum employment qualifications. This does not prohibit the requirement to disclose an applicant's criminal record or history relating to sexual or physical abuse. Following a determination that the applicant meets minimum employment qualifications, a criminal history information check and questions regarding the applicant's criminal record or history are allowed.

Multiple reference checks may be made by telephone and a standard list of questions

Approved _____ Reviewed _____ Revised _____

Prior to hiring any person, the district may conduct background checks regarding the applicant's fitness for employment.

Legal Reference: Nebraska Statute 79-501
79-802

Cross Reference: 402.01 Equal Opportunity Employment
402.02 Employee Orientation
404 Employee Health and Well-Being

SUPPORT STAFF WRITTEN WORK AGREEMENTS

The board may enter into written work agreements with support staff employed on a regular basis. The work agreement will state the terms of employment.

The board shall determine whether it wishes to include a cancellation clause in the work agreements, and the notification period required by the cancellation clause.

Support staff shall receive a job description stating the specific performance responsibilities of their position.

It shall be the responsibility of the superintendent to draw up and process the support staff work agreements.

Cross Reference: 413.01 Support Staff Compensation
 413.02 Support Staff Wage and Overtime Compensation
 414 Support Staff Termination of Employment

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF LICENSING/CERTIFICATION

Support staff who require a special license or other certification shall keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Nebraska Department of Education for the position.

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF ASSIGNMENT

Determining the assignment of each support staff is the responsibility and sole discretion of the superintendent. In making such assignments each year the superintendent shall consider the qualifications of each support staff and the needs of the school district.

It shall be the responsibility of the superintendent to assign support staff and report such assignments to the board.

Cross Reference: 201.01 Board Powers and Responsibilities

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF TRANSFERS

Determining the location where a support staff member's assignment will be performed is the responsibility of the superintendent. In making such assignments each year the superintendent shall consider the qualifications of each support staff member and the needs of the school district.

A transfer may be initiated by the employee, the principal or the superintendent.

It shall be the responsibility of the superintendent to transfer support staff and report such transfers to the board.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
 42 U.S.C. §§ 2000e et seq. (1994)
 42 U.S.C. §§ 12101 et seq. (1994).

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF EVALUATION

Evaluation of support staff on their skills, abilities, and competence shall be an ongoing process supervised by the superintendent. The goal of the evaluation of support staff shall be to maintain support staff who meet or exceed the board's standards of performance, to clarify each support staff member's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF COMPENSATION

The board shall determine the compensation to be paid for the support staff positions, keeping in mind the education and experience of the support staff member, the educational philosophy of the school district, the financial condition of the school district and any other considerations as deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board annually regarding the compensation of support staff.

Cross Reference: 412.03 Support Staff Contracts
 413.02 Support Staff Wage and Overtime Compensation

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF WAGE AND OVERTIME COMPENSATION

Federal law requires compensation at time and one-half the regular rate for work over 40 hours per week, whether in monetary form or compensatory time.

Each non-exempt employee compensated on an hour-by-hour basis, whether full-or part-time, permanent or temporary, will be paid no less than the prevailing minimum wage. Whenever a non-exempt employee must work more than forty hours in a given work week, the employee shall be compensated at one and one-half times their regular hourly wage rate. This compensation shall be in the form of overtime pay or compensatory time. Overtime will not be permitted without prior authorization of the superintendent.

Each non-exempt employee paid on an hour-by-hour basis must complete, sign, and turn in a daily time record showing the actual number of hours worked. Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.

It is the responsibility of the superintendent or designee to maintain wage records.

Legal Reference: 29 U.S.C. §§ 206 et seq. (1994).
29 C.F.R. Pt. 778 (1968).

Cross Reference: 412.03 Support Staff Contracts
413.01 Support Staff Compensation

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF GROUP INSURANCE BENEFITS

Support staff may be eligible for group insurance benefits as determined by the board and required by law.

This policy statement does not guarantee a certain level of benefits. The board shall have the authority and right to change or eliminate group insurance programs for its support staff.

Cross Reference: 412.01 Support Staff Defined

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF WORKERS' COMPENSATION

This is a mandatory policy.

The district will participate in workers' compensation as required by statute. All employees of the district will be covered by workers' compensation regardless of type of assignment, length of assignment or hours worked per day.

The selected workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to qualifying employees. The amount of workers' compensation wage-replacement and sick leave benefits shall not exceed a regular daily rate of pay.

The superintendent shall be responsible for developing administrative regulations to implement the workers' compensation plan and shall annually review the costs and performance of the plan with the board, making recommendations for changes as necessary.

Legal Reference: Neb. Statute 48-101 et seq.

Cross Reference 404 Employee Health and Well-Being
 905 Safety Program

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF TAX SHELTER PROGRAMS

The board authorizes the administration to make a payroll deduction for support staff tax sheltered annuity premiums purchased from any company the employee chooses or through a Nebraska-licensed salesperson selected by the employee.

Support staff wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

Cross Reference: 707.01 Payroll Procedures

Approved _____ Reviewed _____ Revised _____

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Support staff wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

Cross Reference: 707.01 Payroll Procedures

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF RESIGNATION

Districts typically require 14 days' prior notice.

Support staff who wish to resign during the school year shall give the superintendent notice of their intent to resign.

Notice of the intent to resign and intended final date of employment shall be in writing to the superintendent.

Cross Reference: 412.03 Support Staff Contracts

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF RETIREMENT

Mandatory retirement ages are a violation of federal law.

Support staff who will complete their current contract with the board may apply for retirement. No support staff members will be required to retire at any specific age.

Application for retirement will be considered made when the support staff member states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board if applicable, the employee's intent to retire.

Board action to approve a support staff member's application for retirement shall be final, and such action constitutes termination of the employee's contract effective the day of the employee's retirement.

Support staff members and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage of the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Legal Reference: 29 U.S.C. §§ 621 et seq. (1994).

Cross Reference: 402.09 Recognition for Service of Employees

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF SUSPENSION

Support staff shall perform their assigned jobs, respect and follow board policy and obey the law. The superintendent is authorized to suspend a support staff member with or without pay pending board action on a discharge or during investigation of charges against the employee or for disciplinary purposes. It shall be within the discretion of the superintendent to suspend a support staff member with or without pay.

Cross Reference: 405 Employee Conduct and Appearance
 414 Support Staff Termination of Employment

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF DISMISSAL

The board believes classified employees should perform their jobs, respect board policy and obey the law. A support staff member may be dismissed by the superintendent at any time.

It shall be the responsibility of the superintendent to handle the dismissal of support staff. A support staff member is an "at will" employee and may be dismissed for any reason.

Cross Reference: 405 Employee Conduct and Appearance
 414.03 Support Staff Suspension
 414.05 Support Staff Reduction-In-Force

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF FAMILY AND MEDICAL LEAVE

This policy is consistent with federal law regarding family and medical leave.

The district will comply with all provisions of the Family and Medical Leave Act of 1993 and amendments.

Unpaid family and medical leave will be granted up to twelve (12) weeks in any twelve (12) month period to eligible support staff members for the following reasons:

1. the birth or care of a newborn child within one (1) year of the child's birth;
2. the placement or care by way of adoption or foster care with the staff member within one (1) year of the child's arrival;
3. to care for the staff member's spouse, parent or dependent child with a serious health condition;
4. if the staff member's own serious health condition prevents that employee from performing the functions of the employee's job;
5. in qualifying urgent situations arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Unpaid leave will be granted up to twenty-six (26) weeks during a single twelve (12) month period to eligible support staff members to care for a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness.

For purposes of this policy, the twelve month period is defined as *(a "rolling period based on the date the leave is requested to begin and looking backward at the last twelve-months of use"; a twelve-month period beginning August 1 and ending July 31; other)*. Requests for family and medical leave shall be made to the superintendent.

To be eligible for FMLA benefits, a district employee must:

1. have worked for the district for a total of 12 months; and
2. have worked at least 1,250 hours over the previous 12 months.

When meeting the requirements set out in the family and medical leave administrative rules, employees may be allowed or required to substitute paid leave for unpaid family and medical leave according to the terms and conditions of the district's normal leave policies. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Requests for FMLA leave shall be submitted in writing. This policy shall not be construed to expand eligibility for an FMLA leave beyond what is required by the Act. It shall be the responsibility of the superintendent to implement this policy.

Approved _____ Reviewed _____ Revised _____

Legal Reference: 29 U.S.C. §§ 2601 et seq. (1994)
29 C.F.R. Pt. 825 (1996).

Cross Reference: 410.03 Certificated Employee Family and Medical Leave

SUPPORT STAFF JURY DUTY LEAVE

This policy reflects the practice that the employee sign over checks received for jury duty to the school district. School districts which let employees keep their checks but then deduct the amount from the employee's salary, should reflect that practice in the third paragraph.

Any employee who is summoned to serve on jury or election board duty, or who is subpoenaed to provide testimony, shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty, as a result of his or her absence from work due to such service provided the employee submits a copy of the summons, in advance, to the employee's supervisor.

Support staff will receive their regular salary. Any payment for jury duty shall be paid to the school district. If the employee is excused from jury duty during the first half of the day, the employee is expected to return to work for the afternoon.

Legal Reference: Neb. Statute 25-1640

Approved _____ Reviewed _____ Revised _____

SUPPORT STAFF MILITARY SERVICE LEAVE

Support staff who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve and State Guard are entitled to a leave of absence, without loss of pay, on all days during which they are employed under the orders or authorization of competent authority in the active service of the State or United States. Such leave of absence will be without loss of pay for a period not to exceed fifteen (15) work days in any one calendar year. Such leave of absence will be in addition to any leave provided by the District through policy or negotiated agreement. Any such leave which extends beyond fifteen (15) work days in any one calendar year shall be without pay from the remaining contract payments.

If the Governor of the State of Nebraska declares a state of emergency any of the above support staff who are ordered to active service shall receive an additional leave of absence will be granted until such member is released from the active service by competent authority. During this additional leave of absence, the employee shall receive such portion of his or her salary or compensation as will equal the loss he or she may suffer while in the active service of the state. The loss he or she may suffer while in the active service of the state is defined as the differential between military salary and district salary.

Employees who are required to leave a position other than temporary for training with the armed forces of the United States or to undertake military duty in the active service of the state are entitled to a leave of absence for such period, not to exceed five years, plus any additional period as provided by law, without loss of status and without loss of pay during the first fifteen work days, which pay for the first fifteen work days is not in addition to that described above.

Upon an honorable discharge from active service, such employee shall be entitled to a return to a comparable position as provided by law as long as he or she:

1. has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise unreasonable);
2. has not been absent from his or her job for more than five years; and
3. returns to work as outlined below.

The following periods and conditions of return to work apply to the employee who was absent:

1. If absent less than 31 days, the employee must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;
2. If absent more than 30 days but less than 181 days, the employee must submit an application for reemployment within 14 days after the completion of service;
3. If absent more than 180 days, by submitting an application for reemployment within 90 days after the completion of service.

Approved _____ Reviewed _____ Revised _____

Such person shall not be discharged without justifiable cause within one year after reinstatement if the person's period of military service before the reemployment was more than 180 days. Such person shall not be discharged without justifiable cause within 180 days after the date of reemployment if the person's period of military service before the reemployment was more than 30 days but less than 181 days.

An employee reemployed after military leave will be treated as not having incurred a break in service. Absence for any of the reasons stated above shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of the employee's employment normally to be anticipated in the employee's particular position.

Legal Reference: Neb. Statute 55-160 to 166
 79-838
 38 U.S.C. §§ 4312, 4313, 4316, 4317
 20 C.F.R. §§ 1002.259, 1002.261, 1002.262, 1002.267

Cross Reference: 410 Certificated Employee Vacations and Leaves of Absence

SUPPORT STAFF UNPAID LEAVE

Unpaid leave may be used to excuse an involuntary absence not provided for in other leave policies. Unpaid leave for support staff must be authorized by the superintendent. Any unused Personal Leave days must be applied to such absences rather than including them as Unpaid Leave.

The superintendent shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent shall consider the effect of the employee's absence on the education program and school district operations, the financial condition of the school district, length of service, previous record of absence, the reason for the requested absence and other factors the superintendent believes are relevant in making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible, to minimize the disruption of the education program and school district operations.

Approved _____ Reviewed _____ Revised _____