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Chapter 1

Introduction

1.01 General information.

This handbook is prepared by the County of Washington School Dist 3, dba The Fort Calhoun Community School District herein after referred to as the “District”.

This handbook is intended to be used by classified employees to provide general information about the District and to serve as a guide to policies, rules, regulations, benefits of employment, and performance expectations.

References in this handbook to “Classified Employees” are intended to apply to all staff members who are not required by their position to hold a teaching or administrative certificate.

Each classified employee is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract (if required by your position) and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law and Board policies and regulations will control.

The District reserves the right to amend, modify, delete, or change the provisions herein without prior notice.

The terms, conditions and benefits set forth within this Personnel Manual shall apply to all classified employees of the District unless other terms and conditions set forth in writing and approved by the Board of Education have been adopted.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

1.02 Purpose

A. The purpose of this Manual is to provide classified employees, both new and present, with a set of guidelines concerning the operating procedures of the District. There are several things that are important to keep in mind about this handbook. It contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a

policy or practice to you, you should address your specific questions to your Supervisor. *Neither this handbook nor any other District document confers any contractual right; either express or implied, to remain in the district's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at-will, with or without cause and without prior notice, by the District, or you may resign, for any reason, at any time.*

B. The purpose of these policies is to:

1. provide the highest quality of service to the district:
2. advances the mutual interests of the district and its employees:
3. promote the highest standards of employee performance:
4. establish an efficient, fair and functional system of personnel administration:
5. guide administrative action concerning the various personnel activities and transactions:
- 6 inform the public and employees of the conditions and circumstances, which govern employment with the district:
7. to attract employees of superior ability and give proper recognition for efficient services:
8. to fairly compensate employees and give recognition for efficient service:
9. to assist the personal and career development of employees; and
10. to create and maintain working conditions conducive to employee motivation, safety, health and performance.

1.03 Legal Authority

Adoption: The personnel policies herein shall be by a duly enacted resolution of the Board of Education after a public hearing.

Amendment: The personnel policies herein may be amended by the Board of Education from time to time. Amendments will become effective upon approval by resolution of the Board of Education.

Coverage: The provisions herein shall apply to all classified employees in the service of the District.

1.04 Organization for Personnel Administration

The Board of Education shall be the final policymaking authority for the district in all personnel matters.

The Superintendent and Administration may establish supplemental policies to govern the conduct and performance of classified employees, provided such supplemental policies do not conflict with district personnel policies. Such rules and policies, when published and distributed, shall become effective as conditions of employment.

1.05 Employment at Will

The policies contained in this manual have been prepared as an aid and a guideline to give you a better understanding of your job. In this manual, you will find information about the district's personnel policies, practices and procedures. However, the policies and statements contained in this manual, and in other statements that may be issued from time to time, are not a contract of any kind. Although they reflect current policy, they may be changed or rescinded without notice.

Chapter 2

Equal Employment Opportunity

2.01 Policy

The District is an equal opportunity employer. Discrimination against any person in recruitment, selection, appointment, classification, compensation, duty assignment, work scheduling, working conditions, leave authorization, training, promotion, discipline, retention, or any other aspect of personnel management because of political or religious opinions or affiliations; or because of race, color, national origin, marital status, veteran status, or other non-merit factors is prohibited. Discrimination on the basis of age, sex or physical requirements is prohibited except where specific age, sex or physical requirements constitute statutory or other bona fide occupational qualifications necessary to perform the job.

2.02 Equal Employment Officer

The Superintendent shall act as or shall designate an Equal Employment Officer, who shall initiate or maintain any special records or controls necessary to implement the policy of equal employment opportunity. The Equal Employment Officer shall identify and analyze problem areas, develop realistic program objectives, assess progress and periodically update the objectives as necessary. He shall recommend any changes in rules, regulations, policy or procedures that, however unintentionally, may operate as unnecessary barriers inhibiting equality of opportunity. All District employees shall cooperate with the Equal Employment Officer in attaining the programs objectives.

2.03 Disability Accommodation

The District is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

2.04 Immigration Law Compliance

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who rehire must also complete the form if they have not completed an I-9 with the District within the past three years, or if their previous I-9 is no longer retained or valid.

2.05 Discrimination Complaints

Employees alleging prohibited discrimination shall have the option of using the established appeal and grievance procedures as established by the Board of Education. Outside applicants

shall have the option of filing complaints with the Equal Opportunity Officer, who shall respond in a timely and appropriate manner after conducting any necessary investigations. No person shall be subject to reprisal for good-faith participation in a discrimination complaint proceeding in any official forum.

Chapter 3

Employee Development and Evaluation

3.01 Employee Development Policy

The superintendent shall establish appropriate programs to develop the capacity of employees to render more effective service to the District. Such programs may include formal courses, seminars, workshops, demonstrations, directed readings, special assignments and other activities designed to improve employee knowledge, skill and job effectiveness with due consideration for the personal career objectives of employees and the enhancement of equal employment opportunity. Employee development activities shall be conducted during regular working hours to the extent possible.

3.02 Performance Evaluation Requirement

The work performance of each regular employee shall be objectively evaluated on a periodic basis. An evaluation, on the prescribed form, shall be made by the immediate supervisor acting as the rater and shall become official when reviewed and approved with any necessary modifications, by the next higher supervisor, if any. Subject to any necessary delay to allow the rater to have supervised the employee for at least three months, an employee's performance shall be evaluated at the following times:

- (a) A minimum of one time in the six month introductory period;
- (b) Annually, as a part of the budget process for the ensuing fiscal year.
- (c) Whenever the supervisor desires to recognize meritorious or deficient service or whenever an evaluation would otherwise be in the best interest of the District.

3.03 Purpose of Evaluations

Performance evaluations are designed to help supervisors and employees to measure how well work is performed in relation to applicable job requirements, to encourage improvement in such performance and to provide a tool for management decisions concerning employee development, eligible merit increases, retention and other matters. Performance evaluations may also be relevant to the requirements of open positions to the extent that a current or past performance may be relevant to the requirements of positions to be filled. Performance evaluations, as well as day-to-day feedback and counseling activities, shall be used to recognize and reinforce positive performance and to correct negative performance. Employees shall participate in the performance evaluation process by completing a self evaluation form, develop goals and objectives with their supervisor for the ensuing year and map out potential development opportunities for the next year. Employees shall be shown copies of their completed performance evaluations for discussion and for acknowledgement by signature. Employees disagreeing with their evaluations may seek adjustments through use of the established grievance procedure.

(a) All increases in salary, including merit, cost of living, etc., will be effective each year on the first day of the new fiscal year (and budget). It is critical that all supervisors complete the annual performance evaluation for their employees prior to the completion of the budgeting process so any recommended increases can be approved as part of the budget process. Exceptions to this policy would require a specific agreement between the employee and the District.

Chapter 4

Attendance and Leave

4.01 Work Schedules and Attendance

The superintendent in conjunction with the administration shall establish work schedules to meet the requirements of the District. Employees shall be at their place of work as scheduled or shall provide timely notification to their supervisor or the administration prior to the first normal duty hour, or as soon as possible thereafter, if unable to report. No employee's regular schedule shall call for more than forty hours of work per week, unless otherwise specified and approved.

Normal working hours for the District, Administrative and School offices will be established by resolution from time to time, to inform the public when they may reasonably expect to conduct business with and/or contact District employees.

4.02 Overtime

Employees shall work overtime or shall be on call when necessary. All Supervisors shall maintain a work schedule for their employees that eliminates the requirement for automatic overtime (including flex schedules), unless it is determined with the consent of the Superintendent that due to the department's work load, mandatory overtime should be scheduled. Overtime shall be worked only with specific authorization. Employees shall be reimbursed at the rate of 1 ½ times their regular hourly rate for all hours authorized and worked in excess of 40 hours in any given week.

4.03 Vacation Leave

Full-time, 12-month classified employees shall be provided with paid vacation leave to allow them periods of rest, relaxation and freedom from the rigors of their jobs. Eligible full-time employees who have been employed for:

Year 1 – (5) days after six month introductory period*

Year 2 thru 19 – (10) days

Year 20 and after – (15) days

10 month employees shall be provided with paid vacation on a prorated basis, see addendum 1.

*Since the total number of vacation days you are entitled to is accrued on September 1 each year (the beginning of the fiscal year) and must be used within the following 12 months or be lost, requires that the first years vacation days be prorated. If your hire date falls between September 2 and February 28 the five days will be prorated to reflect the number of months available between completion of your introductory period and September 1. If your hire date falls between March 1

and August 1, half of the 10 days of vacation you would accrue on September 1 will be prorated by the number of months your introductory period extends beyond September 1.

Availability: Vacation may be taken on dates approved by the employee's supervisor.

Carry-over and Accumulation: Vacation leave is to be used during each leave year (September 1 – August 31). There is no carry-over or accumulation of unused vacation leave. At the end of each leave year, and prior to the next leave year, any unused vacation leave available is zeroed out.

Vacation leave shall be administered according to the following rules:

- (a) No vacation leave shall be granted in advance of accrual.
- (b) Requests for vacation leave shall be submitted at least 48 hours in advance; however, the supervisor can waive the notice requirement if the work schedule allows it.
- (c) Vacation leave may be taken when available.
- (d) Supervisors shall be responsible for scheduling vacation leave for subordinates based on considerations of operational requirements, employee preference and seniority.
- (e) The minimum period of vacation leave shall be four hours.
- (f) Holidays occurring during periods of vacation leave shall not be charged against such leave.
- (g) No cash payment for unused vacation leave shall be authorized except upon separation from District service by retirement, dismissal, death or resignation.

Part time classified employees are not entitled to vacation leave.

4.04 Sick Leave

Sick leave with pay is a privilege granted to employees by the District. Full-time, 12-month and part-time classified employees shall be provided with paid sick leave for use if incapacitated by illness or injury, if your presence at work would jeopardize the health of others by exposing them to contagious disease and for medical, dental, optical or other health care appointments which cannot reasonably be scheduled for off duty hours and the illness of a family member. Eligible full-time, 12-month employees and part time classified employees shall receive five (5) days of sick leave per year. **Please Note:** *sick days relate to your normal schedule, for example; if you are scheduled to work 7.5 hours on Monday through Thursday and 6.5 hours on Friday, when you are sick on Tuesday you will receive 7.5 hours of sick time but if you are sick on Friday you will receive 6.5 hours of sick time.* Sick leave shall be administered according to the following:

- (a) Sick leave may not be accumulated beyond 10 days for full time employees working 40 hours per week and a proportionate lesser amount for eligible part-time employees.
- (b) Sick leave shall not be granted in advance and cannot be used unless available but vacation leave and/or leave without pay may be authorized for employees exhausting their sick leave.
- (c) The District may request and obtain a physician's statement after (3) consecutive sick days taken by employees or otherwise verify the circumstances surrounding the taking of sick leave. The abuse of sick leave shall be grounds for disciplinary action.
- (e) Sick leave can be taken in increments of one-half (½) hour.
- (f) Holidays occurring during periods of sick leave shall not be charged against such leave.

(g) No payment for unused accumulated sick leave shall be paid to an employee in the event of separation or termination of employment from the District.

(i) If an employee is not reporting for work due to sick leave, he/she is required to contact his/her immediate supervisor within thirty (30) minutes of start time.

(j) Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The District supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the District will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs. Medical information on individual employees is treated confidentially. The District will take reasonable precautions to protect such information from inappropriate disclosure. Supervisors and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

4.05 Professional Leave

Level II, D. (school nurse), employees will be granted two (2) days of paid professional leave per fiscal year. All professional leave must be scheduled in advance. Information pertaining to the event you are planning to attend must be submitted with the leave request and must clearly pertain to the maintenance or enhancement of your area of professional expertise. This leave is approved solely at the District's discretion.

4.06 Funeral Leave

Up to five (5) days, per occurrence, will be granted in the event of the death of children, spouse, parents, brother, sister or person residing in your home.

Up to three (3) days, per occurrence will be granted in the event of the death of grandparents, parents-in-law, daughters-in-law, brothers-in-law, sisters-in-law, grandchildren, aunts, uncles, nieces or nephews.

One (1) day per year will be granted in the event of the death of a friend or relative (not covered in bereavement leave).

Please Note: *funeral leave days relate to your normal schedule, for example; if you are scheduled to work 7.5 hours on Monday through Thursday and 6.5 hours on Friday, when you take leave on Tuesday you will receive 7.5 hours but if you take leave on Friday you will receive 6.5 hours, and so on and so forth.*

4.07 Administrative leave

The Administration may grant employees paid administrative leave, not chargeable to vacation leave, under the following circumstances: When an employee is called to serve as a court witness in their official capacity.

4.08 Jury Duty

The District encourages employees to fulfill their civic responsibilities by serving jury duty when required, with pay, in compliance with Nebraska state law.

Jury duty fees paid by the court shall be delivered to the District. District pay will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on the date of the absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may arrange to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either the District or the employee may request an excuse from jury duty if, in the District's judgment, the employee's absence would create serious operational difficulties.

4.09 Witness Duty

The district recognizes that employees must appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by the State of Nebraska, Washington County, or the District, they will receive leave with pay for the entire period of witness duty. Any witness fees will be delivered to the District by the employee,

Employees will be granted unpaid leave to appear in court as a witness when requested by a party other than the State, County or District. Employees are free to use any paid leave benefit time available to them to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

4.10 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees who are active members of the National Guard of Active Reserve should discuss their leave requirements with their supervisor and the Superintendent.

Paid administrative leave, not chargeable to vacation leave, may be granted under the following circumstances:

- (1) When an employee participates in the Nebraska National Guard military training for not more than 15 work days in any calendar year, the employee shall also retain his or her military pay; and
- (2) When the Governor of Nebraska calls an employee to military duty in an emergency, in which case the District shall pay the difference between the employee's District salary and his or her military pay, if lower.

In all other cases, an employee may use accrued vacation leave if the mission exceeds the accumulated paid leave the Superintendent may grant unpaid leave.

Continuation of health insurance benefits is available as required by USERRA. The District will pay the entire cost of health insurance for up to six months starting the first day of the month following expiration of paid leave. If the mission requires that leave extend beyond six months, the employee may extend his/her coverage by paying the entire premium.

Employees on military leave are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time.

An employee who is on leave for military duty will not be allowed to utilize paid sick leave. Sick leave accumulated prior to leave for military duty will be usable when the employee returns to full time work. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed; or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits or length of service.

4.11 Medical Leave of Absence (Family Medical Leave Act)

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

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for *unpaid* leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be the 12-month period measured forward from the date such employee's first FMLA leave begins.

B. Qualified Circumstances Necessitating Leave

1. The school district will grant an eligible employee up to a total of 12 workweeks of *unpaid* leave under the following conditions:
 - a. for birth of a son or daughter, and to care for the newborn child;
 - b. for placement of a son or daughter with the employee for adoption or foster care;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

- d. because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
 - e. because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation.
- 2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member a total of 26 workweeks of ***unpaid*** leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.
 - 3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

C. Limitations on Leave

- 1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
- 2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:
 - a. the aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and
 - b. the aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a covered service member and the husband and wife employees are both either the son, daughter, parent, or next of kin of such covered service member, if the leave is taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in

paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

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

1. 30-day advance notice when the need to take the leave is foreseeable, provided that if (a) the leave is for the need of treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), then the employee shall provide notice to the school district as is reasonable and practical;
2. medical certification supporting the need for leave due to a serious health condition affecting the employee or family member or to care for a covered service member;
3. second or third medical opinions and periodic recertification (at the school district's expense);
4. certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation; and
5. periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

1. When leave is needed to care for a family member, for the employee's own illness, or to care for a covered service member, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.
2. Leave Taken at the End of the Semester
 - a. If an employee begins leave five or more weeks prior to the end of a semester and (i) the period of leave is for at least three weeks and (ii) the employee would return to work during the three-week period before the end of the semester, the school district may require the employee to take leave until the end of the semester.

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

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

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

C. Group Health Plan Benefits

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

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

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
 - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.
 - b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered service member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.
 - c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
 - d. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
 - e. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered service member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

III. Return From Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.
3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.
2. If the school district intends to deny restoration to such an employee, it will:
 - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;

- b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
- c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

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

IV. Notice to Employees

- A. The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B. When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.
- C. To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated there under, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.
- D. Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

4.12 Absence without leave

Employees failing to report for or remain at work as scheduled or directed without proper notification, authorization or excuse shall be considered absent without leave, shall not be in pay status for the time involved and shall be subject to appropriate disciplinary action. Absence

without leave for more than three consecutive working days shall be considered abandonment of duties and be considered voluntary resignation

4.13 Holidays

The following days shall be official paid holidays for full time, 12-month classified employees:

New Year's Day	January 1
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
4 hours on Christmas Eve *	December 24 th
Christmas	December 25 th
4 hours on New Year's Eve day*	December 31st

*Four (4) hours of holiday time is allowed and paid if the employee either works four (4) hours or uses four (4) hours of benefit time on Christmas and New Year's Eve Day. This is a one for one deal, if you do not work or use any benefit time you will not receive any holiday hours, if you have a combination of work and benefit time of two (2) hours you would get two (2) hours of holiday, etc.

- (a) New employees hired during the year shall receive the remaining holidays in the calendar year.
- (b) All employees working on holidays shall be paid at a rate of 1 ½ times for actual hours worked.
- (c) A holiday falling on a Saturday shall be observed on the preceding Friday and a holiday falling on a Sunday shall be observed on the following Monday.

Part time classified employees do not receive holiday pay.

Chapter 5

Employee Responsibilities and Conduct

5.01 Basic Employee Responsibilities and Conduct

It is important for employees to maintain an effective working relationship with the administration, co-workers, students, parents and the public. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

It shall be the duty of all employees to maintain high standards of cooperation, efficiency, economy, integrity and impartiality in their work for the District. Actions subject to disciplinary measures include, but are not limited to the following:

- (a) Violation of any District Policy, Rule or Regulation.
- (b) Excessive, unexplained or unexcused absenteeism.
- (c) Discourteous treatment of the public, students, parents or work associates including abusive language during work hours.
- (d) Failure to report an accident, for either a personal injury and/or damage to District property.
- (e) Falsifying employment information.
- (f) Releasing confidential information.
- (g) Criminal behavior.
- (h) Possession or consumption of alcoholic beverages or illegal drugs during working hours and on District property.
- (i) Carelessness or negligence in the performance of duties, including safety rule violations.
- (j) Refusal to perform work as assigned.
- (k) Abuse or unauthorized use of District property.
- (l) Fighting while on duty.
- (m) Any other act or failure to act which is sufficient to show the offender to be an unsuitable and unfit person to be employed in educational service.

5.02 Supervisory Responsibilities

If work habits, attitude, production, personal conduct and/or any other aspect of an employee's job performance should fall below standard, it shall be the duty of the supervisor to advise the employee of the deficiency at the time it is observed or as soon as possible thereafter. When feasible, warning and counseling the employee shall precede formal disciplinary action, but nothing herein shall prevent immediate formal action as provided elsewhere in these rules whenever required in the best interest of the District.

5.03 District Property

Employees shall be responsible for the proper care and use of all District property entrusted or available to them. Employees damaging or losing District property through negligence or abuse shall be subject to disciplinary action and may be required to reimburse the District for such damage or loss. District equipment, materials and supplies shall not be used for private purposes and shall not be removed from authorized locations without proper supervisory approval. Employees leaving the District's service shall return any tools or other District property issued to them before receiving their final pay.

5.04 Assigned Vehicles

The Superintendent may assign District vehicles to certain employees for use in the transporting of students or other District business. Such vehicles shall be used only for official purposes, shall be kept clean and shall be driven in a manner conforming to applicable traffic regulations and reflecting credit upon the District.

5.05 Conflicts of Interest

No employee shall engage in any activity or enterprise that conflicts or creates the appearance of conflicting with his or her District duties. The Administration may prohibit particular activities that would create conflicts of interest for the District. Employees shall be encouraged to seek advance determinations regarding possible conflict of interest situations. The following employee activities shall generally constitute conflicts of interest and may in some cases also be criminal acts:

- (a) Engaging in any activity or enterprise involving the use, for other than District purposes, of District time, facilities, equipment, materials or supplies or the badge, prestige or influence of District employment.
- (b) Receiving or accepting money or other considerations from any person or entity other than the District for the performance of any service, which the employee or the District would normally be required or expected to render, or for preferential or favorable treatment in relation to others.
- (c) Having a direct financial interest in any contract with the District or a direct financial interest in the provision of equipment, materials, supplies or services to the District, except as may be disclosed to and approved by the Superintendent and Board of Education;
- (e) Engaging in any business transaction or having a direct or indirect financial or other personal interest incompatible with the employee's performance of official duties in the public interest or tending to impair independence of judgment or action in the performance of official duties;
- (f) Disclosing confidential official information or using official information in advance of public release when such disclosure or use would be detrimental to the District or would advance the financial or other private interests of the employee or others; and
- (g) Engaging in any activity or enterprise involving so much of the employee's time that District job performance is impaired.

5.06 Political Activity

Employees shall not participate in District political campaigns and shall not solicit or receive political contributions for any candidate or issue in a District election. Employees may privately express their opinions regarding District elections, shall be encouraged to vote and may objectively provide election information to the public in the performance of their official duties. No employee shall coerce or attempt to coerce another employee or shall use his or her official authority or influence for the purpose of interfering with or affecting the result of a nomination or election for any public office. No District employee shall be rewarded, disciplined or otherwise subjected to special treatment for reasons of political favor or disfavor.

5.07 Solicitation

The solicitation of funds or anything of value or the sale of any items or materials, whether for commercial or charitable purposes, shall not be permitted during working hours or in working areas.

5.08 Harassment Prohibited

All District employees have a right to work in an environment free from all forms of discrimination and conduct, which can be considered harassing, coercive or disruptive. Consistent with the District's respect for the rights and dignity of each employee, harassment based on race, color, religion, gender, national origin, age, disability or any other characteristic

protected by law, will not be sanctioned nor tolerated. All employees should, therefore, be aware of the following.

Sexual harassment is strictly prohibited. Sexual harassment has been defined by government regulations as “unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature... when submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual’s employment;... when submission to or rejection of such conduct... is used as the basis for employment decisions affecting such individual; or... such conduct has the purpose or effect or unreasonably interfering with the individual’s work performance or creating an intimidating, hostile or offensive work environment.” Harassment based on any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual’s work performance, or c) otherwise adversely affects an individual’s employment.

Harassing conduct includes but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the District’s premises or is circulated in the workplace.

Supervisors are responsible for assuring that no employee is subjected to conduct that constitutes sexual or any other form of harassment

Any individual found to have engaged in sexual or any other form of harassment will be disciplined as appropriate, up to and including termination of employment.

Any employee who believes that he or she has been the subject of sexual or any other form of harassment by anyone at the District or by any person who does business with the District, should, and is encouraged to, bring the matter to the attention of his/her supervisor or the Superintendent.

A prompt and thorough investigation of the alleged incident will be conducted according to the guidelines established by the Board of Education and appropriate corrective action will be taken if warranted, in the form and manner delineated by the policy of the Board of Education. To the extent consistent with adequate investigation and appropriate corrective action, any complaints of harassment will be treated as confidential.

The District will not in any way retaliate against an employee, potential employee or former employee who in good faith, makes a complaint or report of harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for reporting a claim of harassment or cooperating in the investigation of the same in good faith will not be tolerated and will itself be subject to appropriate discipline.

The District will take all appropriate steps to enforce this policy.

5.09 Confidentiality

All District records and information, which are not otherwise deemed to be public records under Neb. Rev. Stat. 84-712, et seq., relating to the District or its customers, are confidential and employees must, therefore, treat all matters accordingly. No District or District-related information, including without limitation, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of the District) may be removed from the District's premises without permission from the District, or unless allowed under Neb. Rev. Stat. 84-712, et seq. Additionally, the contents of the District's records or information (other than public records under Neb. Rev. Stat. 84-712, et seq.,) otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees will be subject to appropriate disciplinary action, up to and including termination of employment, for revealing information of a confidential nature.

5.10 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. Such equipment and vehicles shall be used only for official purposes. When using property, employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Please notify your supervisor if any equipment, machine tools or vehicle appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employees' responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic or parking violations, can result in disciplinary action, up to and including termination of employment.

Employees are to be on duty at all times during the assigned workday. Employees may not leave school or their assigned area during duty hours without approval of the Principal. Employees who leave the school during their designated lunch period must check out with the Principal's office. Employees who leave during their work hours for an approved absence must check out with the Principal's office or their supervisor when leaving, and check back in upon return. Employees who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office or their supervisor and make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

5.11 School Procedures

Employees are expected to adhere to the following classroom and school procedures in the performance of their duties:

1. Use of Cell Phones

Employees shall not use personal cell phones for any non-school purpose during duty time.

2. Checking Out of Equipment

All equipment must be checked out through the building principal. All school equipment may be used only for school purposes.

3. Requisition of Equipment and Supplies

Equipment and supplies which are needed for work duties should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of an employee or another District employee.

4. E-mail

Employees may be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Employees should check for e-mail throughout the day, and should timely respond to e-mails which require a response. Para educators and other staff assigned to work with students should avoid checking and responding to e-mails during instructional or supervisory time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

5. Employee Mail Box

Employees may be assigned a mailbox located in the Faculty Study. Employees should check for mail each morning and also later in the school day, if possible. If something requires an answer employees are responsible for responding promptly. Employee mailboxes are to be limited to communicating regarding school business.

6. Record Keeping

Duties of classified employees often involve keeping detailed records. Make sure to complete these records as directed by your supervisor.

5.12 Supervision of Students

Proper supervision of students is an important responsibility for employees. Employees who have responsibilities for student supervision are expected to meet the four "P's" for student supervision and safety. All employees of the school should be familiar with these principles, to the extent they may be involved in supervision of students or interacting with students.

1. Proper Supervision

- A. Report to all duty assignments on time.
- B. Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- C. Be vigilant while supervising students. Never leave students unattended; the need to make a copy is not greater than the need to supervise your students.

If an emergency requires that you leave students who you are supervising, request that another nearby staff member provide supervision for you, or notify the office so someone can provide assistance. If you are assisting with recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.

- D. Be accountable for students who are assigned to you from the beginning of the supervision assignment to the end. Do not dismiss students early. If a student needs to leave class, make sure they have a hall pass. If the student is to report to the office, inform the office to be expecting the student. If the student is to be returning to your class after a brief absence (e.g., after using the restroom), contact the office if the student has not returned by the time expected.
- E. If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- F. Be careful with touching students. Use of corporal punishment is prohibited in our school district. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- G. Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should make a report to the student's teacher or administration.

2. Proper Instructions

- A. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- B. Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- C. When you go over safety rules with students note it in your written records. If any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

3. Proper Maintenance of Buildings, Grounds, and Equipment

- A. Conduct periodic inspections of equipment under your control or in your area of supervision.
- B. If equipment is broken and presents a risk of injury, immediately take it

out of service. If it can't be moved, tape a "Do Not Use" sign and notify the office so those repairs may be undertaken.

- C. Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

4. Proper Warnings

- A. If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students.
- B. Tell the office so additional warnings may be given.

5. Contact the Office for Assistance

The office, administration or nurse should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- A. student fight
- B. student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office can not be immediately located, call 911 if the problem appears to be of immediate and serious concern
- C. a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- D. presence of an intruder (a non-student or staff member who refuses to go to the office)

Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

6. Student Searches

Office administration and the student's teacher should be contacted in the event a search of a student or their belongings is needed to be done. Do not conduct such a search yourself without a teacher or administrator being present or having given you clear directions. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

7. Student Rights

Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared with other school staff only when they need to know the information to perform their duties.

5.13 Role of Para educators

Para educators provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A Para educator must not, however, assume primary teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the Para educator in a supportive role. Para educators may assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculating and recording grades. Para educators are to only work their established schedule. If a teacher requests a Para educator to work hours other than their established schedule, the administration should be contacted for approval.

5.14 Dispensing Medication

Employees are not permitted to give any medication to students unless trained under the Medication Aid Act. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol). If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

5.15 Reporting Child Abuse

Nebraska State Law and school policy mandates school employees to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation, which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- (A) Placed in a situation that endangers his or her life or physical or mental health;
- (B) Cruelly confined or cruelly punished;
- (C) Deprived of necessary food, clothing, shelter, or care;
- (D) Left unattended in a motor vehicle if such minor child is six years of age or younger;
- (E) Sexually abused; or
- (F) Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions. Or

(G) Placed in situations to be sexually abused as defined in Nebraska Statutes 28-319 or 29-320.01. (See Appendix B and C.)

School employees who have reasonable cause to suspect a child is a victim of abuse or neglect, or who observe conditions that reasonably would result in abuse or neglect, shall report such incidents to the proper authorities and to their building administrator or her/his designee and/or supervisor. Be as specific as possible with what, when, and where you observed the abuse or neglect and anything which you may have heard said by the student or others. It is vital that your report to the proper authorities and school officials be made as accurately and as soon as possible. Timeliness in making a report will assist in minimizing further risk to the child.

The employee shall make an oral report to the local law enforcement agency, followed by a written report. Your building administrator or her/his designee and/or your supervisor will assist you in gathering the requested data you may not have access to and help you put the following written report together.

The report will include:

- (A) Employee's name and address
- (B) Name, address and age of student
- (C) Address of persons having custody of the child
- (D) The facts that form the basis for reasonable cause or observed conditions
- (E) Other information that in the opinion of the person may aid the investigation of the suspected abuse or neglect and be helpful in establishing the cause of such abuse or neglect and the identity of the perpetrator or perpetrators.

Do not talk about the matter directly with the parent or others, as that may violate confidentiality restrictions, affect the ability of authorities to investigate, create problems with relationships and create legal problems.

It is the policy of the District that school employees are not responsible for actual investigation or intervention in child abuse cases. However, they will work cooperatively with law enforcement officials and/or Child Protective Service officials who are investigating a report of child abuse or neglect.

During the investigation of a reported case of child abuse or neglect, when law enforcement and/or a Child Protective Service worker requests information about a student, school employees will provide information regarded as generally obtainable through other sources. It is recognized that access to this information may help to expedite the initial investigation of a case.

5.16 Abuse of Students

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district

under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including termination.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The Superintendent will appoint an investigator and alternate investigator of opposite sexes. The investigator will pass the findings on to the superintendent who will complete any further investigations as deemed necessary and take appropriate final action.

If the investigation generates reasonable cause as defined under Nebraska law for child abuse reporting all evidence and information generated by the investigation will be forwarded on to local law enforcement and/or Child Protective Services.

5.17 Ethics Standards

The District expects its classified employees to adhere to ethics standards which are modified from those established by the Nebraska Department of Education for certificated employees. The classified school employment job ethics standards which classified employees are expected to adhere to include those set forth below.

Principle I - Commitment as a School Employee:

Employees shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the employee's contractual and personal responsibilities, the employee:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence personal decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
- E. Shall not exploit school relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
- H. Shall report to the Superintendent any known violation of paragraphs B or E above.

- I. Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II - Commitment to the Student:

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the employee:

- A. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- D. Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
- G. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The classified employee bears responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the employee:

- A. Shall not misrepresent an institution with which the employee is affiliated, and shall take added precautions to distinguish between the employee's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair judgment to be exercised in the course of employment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of the employee's position.

Principle IV - Commitment to Classified Position Employment Practices:

The employee shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The employee shall believe that sound personnel relationships with governing administration and board of education are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the employee:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct job related business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an employee is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

5.18 Role Model

Employees serve as role models for students and their actions and conduct reflect on the school as a whole. Employees are in all respects to conduct themselves in a manner supportive of the mission of the school.

5.19 Attire

It is important for employees to project a responsible, adult image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting such an image. Employees are expected to maintain conservative attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. Employees should wear clothing which is safe and suitable for their work assignments; and avoid clothing which may be caught in machinery. Visible body piercing jewelry is not permitted per School Board policy #404.12. The administration may establish more detailed guidelines for individual employees should that be necessary.

Chapter 6

Disciplinary Action

6.01 Types of Disciplinary Actions

Any employee of the District may be removed, demoted, suspended without pay, transferred to another position in the same class or reprimanded for any of the reasons set forth herein.

6.02 Face-to-face oral reprimand/warning.

A supervisor may reprimand any employee under his/her supervision for cause. A face-to-face reprimand or warning will be given to the employee in the form of a counseling session. The Supervisor must clearly document the following points discussed in the counseling session; the reason for the session, corrective action expected, where and when the session took place. The Supervisor must submit a written report listing the above items to the Business Office to be included in the employees personnel file.

6.03 Written Reprimand

A supervisor may reprimand any employee under his/her supervision for cause. Such reprimand shall be in writing and addressed to the employee. A copy shall be placed in the employee's personnel file. Reprimands may be appealed to the Superintendent. Also, the employee may file a letter of response to the reprimand that shall be attached to the reprimand in the file. In addition, an employee receiving a written reprimand may, after one year from the date of said reprimand, request in writing to the Superintendent, a review of the letter of reprimand and removal of said letter from the record. The Superintendent may after reviewing the letter, order its removal from the employee's personnel file.

6.04 Suspension

The Supervisor may, for cause, suspend an employee without pay, not to exceed 30 calendar days in any 12-month period; however, no single suspension shall be for more than 15 calendar days. The Supervisor shall notify the employee no later than one day after the suspension is made effective. Such notice shall include the reasons for and the duration of the suspension. Within ten calendar days of notice of suspension, any full-time employee who is suspended may appeal in writing to the Superintendent for a hearing.

6.05 Demotion

The supervisor may demote an employee for cause. A written statement of the reasons for such action shall be furnished to the employee and a copy filed in the employee's personnel file. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for employment in the lower class and shall not be made if any permanent employee in the lower class will be laid off by reason of the action. Within ten calendar days after receiving written notice of demotion, any full –time employee may appeal in writing to the Superintendent for a hearing.

6.06 Dismissal

The supervisor may dismiss for cause an employee by delivering, at least 15 calendar days before the effective date therefore, a written statement of reasons to the employee concerned. If the supervisor, because of the reasons for the discharge, desires to make an immediate separation from the service, he may make a suspension without pay, pending the discharge. By so doing, such shall automatically result in permanent separation at the end of the period of suspension. Suspension pending discharge shall not be subject to the limitation provided in Section 10.04 of these rules. Within ten calendar days of the effective date of the letter of dismissal, any full-time employee so dismissed shall have the right to appeal in writing to the Superintendent and shall be granted a hearing.

6.07 Final Arbiter

The Superintendent shall be the final arbiter of employee appeals. The Superintendent decision may be appealed before the Board of Education. Such appeal shall be in writing to the Secretary of the Board of Education within ten days following the decision of the Superintendent.

Chapter 7

Appeals and Grievances

7.01 Appeal Procedure

An employee appealing a disciplinary action shall state why he or she believes the action to be inappropriate. As administratively determined, the action may be stayed pending the filing or processing of the appeal or may take effect at any time after issuance of the notice of decision to take action. The Superintendent shall conduct any investigation and/or hearing necessary to adjudicate the appeal. If the Superintendent determines that a hearing is necessary, the employee shall be afforded an opportunity to attend, to be represented by anyone of his or her choosing and to present evidence and/or witnesses on his or her behalf. The Superintendent shall adjudicate the appeal within ten calendar days after filing or, if a hearing is held, within ten calendar days following conclusion of the hearing. The Superintendent shall have the authority to approve, rescind or modify any disciplinary action taken or proposed which is appealed under this procedure.

7.02 Grievance Policy

In keeping with the philosophy that employee dissatisfaction should be resolved at the lowest possible level with a minimum of paperwork, it shall be District policy to encourage employees to informally take any job-related complaints to their immediate supervisor. Supervisors shall listen with care to employees, shall attempt to understand their points of view and shall provide clear and timely responses to their complaints. An employee remaining dissatisfied with a working condition, reprimand or other aspect of employment not subject to the appeal procedure may then use the formal grievance procedure.

7.03 Grievance Procedure

The aggrieved employee shall first present the grievance to their immediate supervisor who shall make careful inquiry into the facts and circumstances of the allegation. After investigation, the supervisor shall advise the employee of the findings of the investigation and the decision.

If the grievance is not resolved by action of the supervisor, the employee may obtain a review by the Superintendent by submitting a request for review within seven calendar days following receipt of the decision of the supervisor. The Superintendent shall make such investigation and conduct such hearings as are appropriate and shall, within 15 calendar days after receipt of the employee's request for review, inform the employee in writing of the findings and decision. The decision of the Superintendent shall be final and conclusive.

Within the foregoing procedures, the burden of proof shall be on the appellant.

Chapter 8

Resignation, Layoff and Incapacity

8.01 Resignation

An employee may leave the District's service in good standing by submitting his or her resignation at least two weeks in advance of the effective date. The Superintendent, for good cause, may waive any portion of the notice period. An employee resigning without the required notice shall be ineligible for rehire. The appropriate Administrator or Superintendent shall conduct an exit interview with each resigning employee to determine the reasons for the resignation, to solicit suggestions for improving operations and personnel management and to determine whether prohibited discrimination was a factor in the decision to resign.

8.02 Retirement

The 1945 Legislature established the School Retirement System for Nebraska school employees. All permanent public school employees who work at least 15 hours per week on an ongoing, regular basis, except Class V school districts, are members of the system. Temporary and substitute employees not hired on an ongoing, regular basis, cannot participate. A school employee may retire as early as age 60 with five years of service and receive a reduced benefit. The normal retirement age for unreduced benefits is age 65 (must have at least one half year of service credit). A school employee who retires prior to age 65 must have at least five years of service to apply for a benefit. Employees who retire prior to age 65 with less than five years of service are eligible for a refund. In 1998, legislation for a "Rule of 85" benefit was passed. This legislation allows a member who is at least 55 to retire with unreduced benefits when the member's age and years of service equal 85. As a defined benefit plan, lifetime monthly retirement benefits are based on this formula: average three highest 12-month periods of compensation X creditable service years X formula factor (currently 2%) X option factor. Employees may continue employment to age 70. Employees desiring to continue to work beyond normal retirement must submit a written request for approval to their department head and the Superintendent. Health and physical capabilities will be the determining factors in whether or not the request will be granted.

8.03 Layoff

A regular employee may be laid off from work because of lack of work or funds. Whenever possible, an employee laid off from one department shall be assigned to a suitable position elsewhere. Whenever possible, at least two weeks' notice or two weeks' severance pay in lieu of the notice shall be given prior to layoff. In determining the order of layoff, the following factors shall be taken into consideration:

- (a) Needs of service;
- (b) Nature of work to be curtailed;
- (c) Length of service; performance qualifications;

(d) In addition to the above factors, the advisability of demoting the employees in higher classes to lower classes for which they are qualified and laying off those in lower classes may also be considered;

(e) No regular, full time employee shall be laid off from any position while a temporary employee is still employed in the same department.

8.04 Separation for Incapacity

An employee may be separated for incapacity for medical reasons when the employee no longer meets the standards of fitness required for the position or is not physically capable of performing assigned duties without endangering self, other persons or property. A finding of incapacity shall be made through individual medical determination by competent authority at the District's expense in a manner prescribed by the Superintendent. Separation for incapacity shall not be considered disciplinary action and shall not operate to deny an employee the use of any sick leave or other benefits that would otherwise be appropriate. Separation for incapacity is an administrative measure designed to protect the interests of the District and the employee and to un-encumber the employee's position so that a replacement, may be assigned for the maintenance of essential District functions.

Chapter 9 Compensation

9.01 Pay Deductions

The law requires that the District make certain deductions from every employee's compensation. Among these are applicable federal and state income taxes. In addition the District must deduct Social Security and Medicare taxes on each employee's earnings up to a specified limit. The District matches the amount of Social Security and Medicare tax paid by each employee.

Plus, any employee that works at least **15 hours per week** on an **ongoing, regular** basis must contribute to the Nebraska Public Retirement System (NPERS). As a **member** of the NPERS, you are required by law to contribute **8.28%** of your gross compensation. The District is required by law to match your contributions at the rate of **101%**. The employer contributions are not credited to your individual retirement account, but provide funding for your benefit at retirement. The **State of Nebraska** annually contributes **.7%** of total members' compensation to fund the Plan and may contribute an additional amount if recommended by the actuary. These funds are appropriated by the Legislature from the state's general fund. Your retirement benefit is not based on the contributions made, but is based on a *formula*.

In addition the District offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the cost of participation in these programs.

9.02 Pay Day

Employees shall be paid on a monthly or bi-weekly basis. There shall be 12 or 26 pay periods per year, on a fiscal basis September through August. As a general rule if you use the time clock software you will be bi-weekly and if you use a manual time sheet you will be monthly. For pay purposes, the District workweek shall begin at 12:01 o'clock a.m. on Sunday and end at 12:00 o'clock midnight on Saturday. The District shall make all wage or salary payments by automatic deposit into the employee's bank account. All employees shall notify the District; on the form provided of their specific bank account information and ABA number and be assigned or provide an e-mail address. Any change in accounts where payroll is to be deposited should be made available to the Business Office to avoid paycheck delays and/or inconveniences for both the employee and the District. Payroll stubs will be made available to the employee via the Employee Access Center and will show the amount of their wages and any accumulated leave. Employees will receive an e-mail notification when the pay stub is available in the Employee Access Center. Payday will be on the 20th of the month unless it falls on a weekend or holiday then it will be on the preceding Friday or the first business day prior to the holiday for monthly payrolls and every other Friday for bi-weekly payrolls.

9.03 Overtime Pay

Overtime work shall be discouraged except to safeguard public health, safety and property. When overtime work is necessary it shall be authorized in advance by the respective Administrator or the Superintendent.

(a) Overtime hours worked are those in excess of 40 hours per week and shall be paid at one and one half times the employee's base rate.

9.04 Wages in advance

It is a policy of the District that no advance of future wages, including accrued vacation leave, shall be made.

9.05 Employee Benefits

The District offers a total compensation plan consisting not only of pay but also of employee benefits. The following are the principal employee benefits, which are offered to all, full-time 12-month employees, Level II, D. and Level IV, A. employees.

(a) Medical insurance – The District offers Major Medical Group Health Insurance to all eligible employees (please see the policy for eligibility requirements). The plan has no waiting period for new employees, with a 30-day grace period in which to submit your enrollment form. A voluntary enrollment after that date is considered a late enrollment and may increase premium costs and impose additional preexisting condition limitations. The District pays the entire cost of the premium for the eligible employee; the employee is responsible for the premium for any dental dependant coverage.

(b) Paid Holidays

(c) Paid Vacation Leave

(d) Paid sick leave

(e) Pension – The District provides the opportunity for full time 12 month employees and Level II, D. classified employees, to participate in a 403(b) plan. You are allowed to make changes to your election on a monthly basis. The law provides for a maximum deferral, this amount can change each year so be sure you have that information when making your election. This benefit is not available to part time, seasonal or temporary employees.

(f) Section 125 cafeteria plan, flexible spending accounts for both medical and/or child care. This deduction is done on a pre-tax basis. You are allowed to sign-up each year in August for the ensuing fiscal year. This election cannot be changed during the year unless you experience a qualifying event.

(d) The District provides \$20,000.00 of term insurance for full time 12-month employees. Supplemental and/or dependent life insurance is available via payroll deductions for those employees who have the need.

Benefits available to all employees:

(a) Worker's Compensation;

(b) Unemployment Insurance; and

(c) Social Security and Medicare.

Information regarding paid holidays, vacation and sick leave is included elsewhere in the manual. Any questions not answered in the manual concerning benefits should be directed to the Business Office or Superintendent. These benefits are subject to change.

9.06 Conferences and Travel

The District is committed to providing the employees of the District with continued opportunities to learn and improve their skill levels to be able to provide quality service and advanced certifications necessary to serve the needs of our residents in a professional manner. This may be accomplished through any one or more of the following, but not limited to: local, regional or national seminars, conferences, joint training, technical classes, business meetings, etc. Travel to these events will be based on the annual budget adopted.

9.07 Conference and Travel Arrangements

Administrators or supervisors shall make appropriate advance arrangements for transportation, hotel accommodations and activity attendance. The least expensive practical mode of transportation shall be authorized.

The District shall reimburse those employees approved to and using their own vehicle for authorized District business at the mileage rate currently approved by the District.

9.08 Conference and Travel Expenses

Unless otherwise authorized by the Superintendent, the District shall pay only for expenses of the District employee; Receipts for expenses shall be required in order to obtain reimbursement.

Chapter 10

Miscellaneous Provisions

10.01 Accident and Injury Reporting

Employees shall immediately report all job accidents and injuries to their building principal. Within 24 hours of an employee accident or injury, his/her principal shall file a report with the Business Office. A minor injury may be treated at the scene. Otherwise, the employee may be transported to a medical location for treatment.

An employee involved in an accident when operating a District vehicle no matter how minor, shall first notify a law enforcement agency and then his/her supervisor or building principal. The supervisor shall notify the Superintendent.

10.02 Drug Free Work Place

The District has a vital interest in maintaining safe and efficient working conditions for its employees. Being impaired as a result of the use of drugs or alcohol may pose serious safety and health risks not only to the user but to all employees, students and patrons that may have to interact or work with the user.

The District expects the school district's property and employees to remain substance free. No employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence in the workplace, of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any controlled substance as defined by federal and/or state law or an alcoholic beverage. Workplace, includes all school district facilities, premises and vehicles, it also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any substance abuse offense, the employee shall notify the employee's supervisors of the conviction within five days of the conviction.

Any violation of this section will be cause for corrective action and/or disciplinary action up to and including termination.

10.03 Internet and e-mail usage Policy

Effective performance of computer and telecommunications networks, whether local or global relies upon users adhering to established standards of proper conduct. This policy sets forth general principals to be applied to all District employees who access the internet and/or e-mail services by using District computer equipment or via District paid access methods.

The District's policy regarding the use of the Internet and e-mail is, among other things, intended to guide you in the performance of your duties as a District employee. It is also intended to place you on notice that you should not expect the Internet and e-mail in your possession or those that you use from time to time, and their contents, to be confidential or private. All data, including

any that is stored or printed as a document is subject to audit and review. ***There is no expectation of personal privacy in the use of the internet and e-mail.***

Accordingly, the District reserves the right to monitor Internet use, all e-mail and other computer transmissions, as well as any stored information, created or received by District employees with the District's information systems. The reservation of this right is to ensure that public resources are not being wasted and to ensure that the District's information systems are operating as efficiently as possible in order to protect the public interest. All computer applications, programs, work-related information created or stored by employees on the District's information systems, are District Property.

Any employee found abusing the privilege of Internet access and/or e-mail use will be subject to discipline up to and including possible termination of employment.

10.03 (a) Internet Use:

- (a) Use of internet resources must be related to organizational objectives and be consistent with conducting official District business.
- (b) Users must abide by copyright, contract or other local, state, or federal laws, District resolutions, administrative regulations and policies.
- (c) Internet resources may not be used for prohibited purposes such as; commercial use, conducting private business, political campaigning or any illegal uses.
- (d) Internet accounts shall be accessed only by the authorized owner of the account. Confidentiality of passwords and user accounts must be protected. Individual users can be held accountable for use of their account by others.
- (e) Intentional use of the Internet resources to access, transmit or retrieve any material or communications that are obscene, pornographic or sexually explicit; of a discriminatory or harassing nature or which are derogatory to any individual or group; or are threatening in nature is prohibited, except where such use is job-related (i.e. law enforcement investigation).
- (f) Intentional use of the Internet to access, transmit or download files that are knowingly dangerous to the integrity of the network is prohibited.
- (g) The District reserves the right, at its discretion, to monitor Internet usage patterns to the extent necessary to ensure that the system is being used in compliance with this policy and any other local, state or federal laws. (e.g. site accessed, on-line length, times of day accessed).
- (h) Employees should be aware that there is a wide variety of information on the Internet. Some individuals may find information on the Internet offensive or otherwise objectionable. Individual users should be aware that the District has no control over and can therefore not be responsible for the content of information available on the internet.
- (i) Personal use of the Internet should be governed by the same tests of reasonableness as personal phone calls and e-mail. These include: 1) there is no cost associated with the use; 2) use is moderate in time; 3) use does not interfere with an employee's or co-workers' work.

10.03 (b) E-mail use and Privacy Issues:

- (a) Electronic mail (e-mail) is a District resource and is provided as a business communication tool.

(b) The District reserves the right, at its discretion, to review any employee's electronic work product and messages and resources to ensure that the system is being used in compliance with this policy and any other local, state or federal laws.

(c) All users of e-mail should be aware that confidentiality of electronic mail cannot be assured and that any communications which need to remain confidential should not be sent over District provided e-mail systems, unless it is encrypted. People tend to speak freely through e-mail because they falsely assume their messages are private and will be read only by the person receiving it. Even when an e-mail message is erased, it is still retained for a period of time. There are now firms in existence that specialize in finding incriminating or sensitive information in computer systems, including files deleted months or years prior, that still reside inside back-up tapes, diskettes or hard drives.

10.03 (c) E-mail Etiquette – Users of e-mail should consider the following guidelines when sending e-mails:

(a) Do not send offensive jokes, frivolous messages or anything which is or could be considered as discriminatory, harassing or threatening in nature.

(b) Do not write anything you do not want repeated. E-mail can be forwarded to hundreds of people within or outside the District.

(c) Protect your password and always log off when not using the system.

(d) Ask yourself: Would I want a member of the public or a jury to read this e-mail message?

Management and users of Internet and e-mail are jointly responsible for understanding the terms of this policy and monitoring the continued applicability of this resource to the user's duties and responsibilities. Violations of this policy should be reported to the Administration.

10.04 Personnel Records

The Business office shall maintain the official personnel records for all District employees. An employee shall have the right to inspect his or her official personnel records under the supervision of the Superintendent or designated representative. Departments may maintain such working files as are necessary for day-to-day administration. The following forms shall be used to facilitate personnel administration of the District.

(a) Application for Employment: Applicants seeking employment with the District shall complete this form. The District shall maintain applications for a period of two years.

(b) Request for Leave Form: This form shall be completed by the employee prior to the beginning date of the leave except a request for sick leave, which shall be made in advance if possible, otherwise at the earliest possible date.

Employees shall submit their requests for leave to the building Principal or supervisor for approval.

10.05 Safety Training

Supervisors shall ensure all employees of the department are trained to work safely and that safety rules and regulations are posted. Supervisors shall periodically conduct safety inspections of the work site to detect hazardous areas or practices for correction as appropriate. The Supervisors shall maintain a record of said inspections and results. Employees are expected to know and observe prudent safety precautions at all times, to wear required safety equipment, observe all posted safety rules, and regulations and to keep the workplace neat and clean.

Supervisors shall ensure all employees are instructed as to fire, disaster and evacuation plans in effect for the District.

10.06 Searches:

The District may conduct unannounced searches in all District owned property and/or facilities. Employees are expected to cooperate in the conducting of such searches.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee or employees are in violation of District policy.

Searches of employees and their personal property may otherwise be conducted when circumstances or work place conditions justify them.

An employee's consent to search is required as a condition of employment and the employee's refusal to consent may result in termination.

10.07 Status Changes

An employee shall promptly inform his or her supervisor or department head of any change in name, address, telephone number, marital status, number of dependents or other aspects of personal status having an impact on personal, insurance or payroll records. A Personnel Status Form shall be completed before any change of employment status of any employee is official. The supervisor shall ensure that the Business office is notified of each change.

10.08 Suggestions

Employee suggestions for improving the efficiency, economy and effectiveness of District shall be encouraged. Employees may submit written suggestions to their supervisor, the administration or the Superintendent. Suggestions shall be acknowledged.

10.09 Weapons

In the interest of the safety and well being of our employees, students, parents and patrons, the possession of any type of weapon is strictly prohibited in all facilities and on all property owned, leased or controlled in anyway by the District.

Chapter 11

Conclusion

The mission of the Fort Calhoun Community Schools is to Foster learning in an inspiring and caring environment, provide Opportunities for all students to be successful, instill the attributes of Respect and Responsibility among staff and students alike, and present students with the Tools to succeed in life.

Educating our youth is a calling of the highest order and worthy of our best efforts. Each employee excelling at their duties and responsibilities each day makes it possible for this organization to fulfill its mission.

We welcome you to the “Fort” and hope your working relationship with the District is long, pleasant and rewarding.

Addendum I, to the Fort Calhoun Community Schools Classified Employees handbook.

Proportionate leave amounts for 10 ½ month employee.

- 1.) Sick leave: eight (8.25) days per fiscal year (September 1 – August 31) with a maximum accumulation of 12.5 days.
- 2.) Professional days: one point seven-five (1.75) days per fiscal year (September 1- August 31).
- 3.) Vacation:

Year 1 – 4 days (converted to 32 hours) after six month introductory period* (* see handbook page 5)

Year 2 thru 19 – 8.33 days converted then rounded to 66.75 hours

Year 20 and after – 12.5 days converted to 100 hours

10 ½ month schedule.

- 1.) The schedule shall include all weeks beginning with August 1 and ending on May 31 each fiscal year. The District offers the option of a twelve month payout for this position, but this option also requires a contract between each individual (selecting this option) employee and the District.