

Garden County Schools



Teacher

2023-2024

Our mission is to provide a quality education through shared responsibility in a safe supportive environment for all students to meet the challenges of a diverse society.

August 2023

Students, their families and potential employees of Garden County High School are hereby notified that Garden County High School does not discriminate on the gender, disability, race, color, religion, age, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, employment, career and technology programs or activities set forth in compliance with federal and state statutes and regulations. Any persons having inquiries concerning Garden County High School compliance with Title II, Title IV, Title IX and/or section 504 may contact:

Jess Underwood, Superintendent
200 W. 4"
Oshkosh NE 69154
(308) 7720182
junderwood@gceagles.org

Garden County High School offers the following career and technical programs for all students regardless of gender, disability, race, color, religion, age, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, including those with limited English proficiency: Agri-science, Animal Science, Environmental Science, Plant Science, Personal Finance, Accounting I, Accounting II, Rural Entrepreneurship, Intro to Industrial Technology, Advanced Woods, Advanced Metals, Small Engines, and Construction.

Persons seeking further information concerning career and technical educational offerings and specific pre-requisite criteria should contact:

Michelle Dormann
200 W. 4"
Oshkosh NE 69154
(308) 772-0104
mdormann@gceagles.org

To obtain this information in a language other than English, call (308) 772-3336.

It is the policy of Garden County Public Schools not to discriminate on the basis of gender, disability, race, color, religion, age, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, its educational programs, administration, policies, employment or other district programs.

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Garden County Schools Teacher Handbook
2023-2024 School Year

FOREWORD

SECTION 1 INTENT OF HANDBOOK

Welcome to Garden County Schools. This handbook is intended to be used by Teachers and other certified staff to provide general information about Garden County Schools and to serve as a guide to policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to "Teachers" are intended to apply to all certificated staff. This includes administrative staff to the extent the handbook deals with professional expectations and conduct.

Each teacher 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, 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.

This handbook does not create a "contract" of employment. Staff positions and assignments which do not legally require a certificate or are otherwise not protected by the teacher tenure laws may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

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.

This handbook will be in effect for the 2022-2023 and subsequent school years unless replaced by a later edition.

SECTION 2 SCHOOL MISSION STATEMENT

Our mission is to provide a quality education through shared responsibility in a safe supportive environment for all students to meet the challenges of a diverse society.

**SECTION 3 MEMBERS OF THE BOARD OF EDUCATION
GARDEN COUNTY SCHOOLS**

Name	Contact Information
Shelli Peterson, President	772-1016
Richard Paisley, Vice President	772--4551
Matt Ardissono, Treasurer	778-6452
Andrea Lake, Secretary	772-3083
Jeff Cooper, Member	774-6470
Colby VanNewkirk, Member	772-3198

SECTION 4 GARDEN COUNTY SCHOOLS STAFF

4A Administration

Name	Position	School
Jess Underwood	Superintendent	GCS
Jason Spady	Principal	GCJH/HS
Rita Nickel	Principal	GCE
Michelle Dormann	Guidance Counselor	GCJH/HS
David Dodge/Jayson Peetzke Jason Spady	Athletic Directors	GCJH/HS

4b Teachers, Counselors and Other Professional Staff

Name

Cody Assmann	Jayson Peetzke
Serena Assmann	Shauna Roberson
Kathryn Beberniss	Emily Russell
Shannon Corfield	Kristyn Safford
Tina Dean	Adriel Schooley
Jolene Dodge	Morgan Smith
Missy Dodge	Debbie Soucie
Chad Dormann	Jennifer Stanczyk
Michelle Dormann	Judy Starke
Tony Hoelsing	Tammy Stegman
Beth Holloway	Tracy Trumper
Joy Houser	Zane Vapenik
Joe Kupper	Mike Wesch
Alex Miller	Kyla Wesch
Lauren Olson	Abbe Zorn
Dorene Paisley	

4c Support Staff

Tracey Boren	Pam Milanuk
Callie Caraway	Moe Moffat
David Dodge	Ireland Neal
Dana Fischer	Amy Noland
George Fisher	Breanna Nugent
Tiffany Fisher	Missy Quinn
Kerri Gortemaker	Rick Reece
Adadm Hill	Randy Ross
Carrie Hoagland	Jordan Russell
Joanna Kepler	Crystal Thelander
Holly Legg	Cathy Thompson
Brenda McCarthy	Megan VanNewkirk
Maynard McCarthy	Morgan Wiant
Kelli McKay	
Anita Mendoza	

Article 1 – SCHOOL CALENDAR AND SCHEDULES

Section 1 School Calendar

The School Calendar is attached as Appendix “L” to this handbook

Section 2 Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. The information is broadcast regularly by radio stations. Emergency information will also be sent out through School Messenger and when possible posted on the school website.

Decision to Close Schools: A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Some staff may be designated as being required to come to school even in the event of a school closing.

After School Starts: Every attempt will be made to avoid closing school once classes are in session. In some instances closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given. If school is closed during the day, staff and parents will be notified as soon as possible. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

Parental Decisions: Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. You should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Emergency Conditions: Garden County Schools have a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. School officials are not permitted to release students from the school building during a tornado warning. In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

Section 3 Contract Days

Teachers are contracted for 185 (hereinafter referred to as the "contract year"). Such contract days

Article 1 – SCHOOL CALENDAR AND SCHEDULES

shall be serviced by individual teachers on varying schedules as established by the Board of Education and administration.

Section 4 Make-Up Days

In the event teachers are not required to report for duty due to inclement weather conditions or other circumstance whereby a duty day is canceled, such days may not be credited as a contract day served. Make-up days may be scheduled by the administration during the contract year as needed to allow all teaching staff to serve the full number of contract days.

Section 1 Employment

A teacher is employed by Garden County Schools when the teacher signs the Teacher's Contract and the Board of Education approves such contract of employment. The teacher's employment continues absent action by the administration or the Board of Education to non-renew, terminate, amend or cancel the teacher's employment contract with the school district, or action by the Board of Education to accept a resignation of employment.

On or after March 15 of each school year a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance on or before April 1 or such other date after March 15 as may be designated in a letter of intent. It is important for teachers to respond to the request to signify acceptance as a failure to signify acceptance of employment by the April 1 or other designated date shall constitute cause for amendment or termination of the teacher's contract. If a teacher signifies acceptance of employment for the next school year the teacher may either be issued a new Teacher's Contract or a "Contract Renewal Agreement."

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after May 15 or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-820.

Any employee who fails to respond or declines to accept employment for the following school year may be terminated from employment if they refuse to resign.

The Superintendent is further authorized to file a complaint with the Professional Practices Commission for any teacher who abrogates their contract with the District.

Notwithstanding anything to the contrary herein, the Board is not obligated to accept or reject any tendered resignation if the employee is involved in a disciplinary matter or for any other reason that the Board deems to be in the best interest of the District.

Legal Reference: Neb. Rev. Stat §79-829

Date of Adoption: July 10, 2023

Due Process information is attached as Appendix A to this handbook.

Section 2 Teachers and Employees: Pledge

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

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

I acknowledge it to be my duty to inculcate in the hearts and minds of all pupils in my care, so far as it is in my power to do, (1) an understanding of the United States

Article 2 EMPLOYMENT, COMPENSATION AND BENEFITS

Constitution and of the Constitution of Nebraska, (2) a knowledge of the history of the nation and of the sacrifices that have been made in order that it might achieve its present greatness, (3) a love and devotion to the policies and institutions that have made America the finest country in the world in which to live, and (4) opposition to all organizations and activities that would destroy our present form of government.

Section 3 Reduction in Force

Reductions in force of certified staff may be required due to decreasing enrollments, limited financial support, loss of financial support, changing programs, elimination of staff positions, or other changes in circumstances. If such changes *occur*, and a reduction of certificated staff is necessary, the Superintendent (or his designee) shall recommend to the Board of Education those certificated staff members to be terminated or non-renewed under the reduction in force provisions of the continuing contract laws; provided, however, that no permanent certificated employee may be terminated through a reduction in force while a probationary certificated employee is retained to perform a service that the permanent certificated employee is qualified, by reason of certification and endorsement, to perform or where certification is not applicable, by reason of college credits in the teaching area.

Notification to any certificated employee being considered for reduction in force will be given, in writing, on or before April 15th of each year. Unless continued by written agreement between the parties, final action by the School Board after a hearing must be taken on or before May 15th of each year. Hearing procedures will be as provided by Board policy and statute.

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

Selection of personnel to be terminated, amended or not renewed will be made with consideration given to the following: (1) programs to be offered; (2) position or positions to be eliminated; (3) areas of certification and endorsement; (4) state and federal regulations which may mandate certain employment practices; (5) special qualifications that may require specific training and/or experience; (6) contributions to the total school education program, including the activity program; (7) employee evaluations; (8) and other reason which can be rationally related to the instruction in, and administration of, the school system.

The school districts employee evaluation system, including its specific criteria, such as frequency of evaluation, evaluation forms, and number and length of classroom observations (if applicable), are made a part hereof and incorporated herein by this reference.

If, after consideration of the above, it is the opinion of the superintendent that no significant difference exists between certificated employees being considered for reduction in force, then the employee with the longest, uninterrupted service to the school district shall be retained. Any certificated employee whose contract shall be terminated or non-renewed because of reduction in force, shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to re-employment and benefits, as provided by law.

Article 2 EMPLOYMENT, COMPENSATION AND BENEFITS

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

Any certificated employee whose employment contract is terminated, or non-renewed as a result of a reduction in force, during his/her period of recall, shall report his/her current address to the Superintendent and shall inform said superintendent of any changes of address thereafter. If a vacancy in the school system occurs for which said employee has rights of recall, the offer of such employment may be sent by said superintendent to said employee's last-known address. If no acceptance of such offer is received from said employee within 14 days of mailing, and the Superintendent has no personal knowledge of the whereabouts of said employee, other than said last-known address, the employee shall be deemed to have waived his/her rights to recall to said employment position.

Anything in this policy to the contrary notwithstanding, this policy shall specifically permit and allow reductions in force to occur which deal with the total elimination, non-renewal or termination, or amendment of contracts or positions, which deal with reductions in force from full time to part time, which deal with reductions in force from part time to a lesser part time, or which deal with any other reductions in force which result in the non-renewal, termination or amendment of a certificated employee's contract or employment position.

Section 4 Assignments

The professional duties to be performed by a teacher with the District shall be subject to assignment by the Superintendent of the District with the approval of the Board of Education. A teacher will be expected to devote full time during days of school to the teacher's position and to diligently and faithfully perform the assigned duties to the best of the teacher's professional ability. Job descriptions, where available, provide additional information about the position duties.

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such "extra duty" assignments to support the extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon or as set forth in the negotiated agreement. The extra-curricular program of the school district is an integral part of the overall educational program of the school district. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in an extra duty assignment is a part of the evaluation of the teacher's overall performance to the District.

Section 5 Personnel File

The District will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file, including but not limited to Neb. Rev. Stat. § 79-8,109.

Section 6 Workplace Privacy Policy

The District will abide by the Nebraska Workplace Privacy Act and will not:

1. Require or request that an employee or applicant provide or disclose any user name or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;

Article 2 EMPLOYMENT, COMPENSATION AND BENEFITS

2. Require or request that an employee or applicant log into a personal Internet account by way of an Electronic communication device in the presence of the District in a manner that enables the District to observe the contents of the employee's or applicant's personal Internet account or Provides the District access to the employee's or applicant's personal Internet account;
3. Require an employee or applicant to add anyone, including the District, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account.
4. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions prohibited by the Workplace Privacy Act.
5. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

Notwithstanding anything to the contrary, all employees must abide by the District's technology policies, procedures and guidelines, including the District's Internet Use policy and/or practice. Pursuant to the Workplace Privacy Act, the District may also:

1. Monitor, review, access, or block electronic data stored on an electronic communication device supplied by or paid for in whole or in part by the District or stored on the District's network, to the extent permissible under applicable laws;
2. Access information about an employee or applicant that is in the public domain or is otherwise obtained in compliance with the Workplace Privacy Act;
3. Conduct an investigation or require an employee to cooperate in an investigation if the District has specific information about potentially wrongful activity taking place on the employee's personal Internet account, for the purpose of ensuring compliance with applicable laws, regulatory requirements, or prohibitions against work-related employee misconduct;
4. Any other reason permitted by the Workplace Privacy Act.

Legal Reference: Laws 2016, LB 821

Date of Adoption: August 8, 2016

Section 7 Grievances and Complaints

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. All other employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.

Grievance and Grievance Response forms are attached as Forms I & 2, Appendix K, to this handbook.

Chain of Command is attached as Appendix B to this handbook.

Section 8 Compensation

Regular Salary and Extra-Duty Compensation: Compensation is paid only as authorized by the Board of Education. Teachers are paid a salary based on placement on the salary schedule set forth in the collectively bargained negotiated agreement between the District and the collective bargaining agent

Article 2 EMPLOYMENT, COMPENSATION AND BENEFITS

for the certificated teaching staff (referred to in this handbook as the "negotiated agreement"), and the extra-duty salary schedule also incorporated into the negotiated agreement.

Changes in Salary Schedule Placement: Changes in a teacher's placement on the salary schedule shall be governed by the provisions of the negotiated agreement. Teachers are expected to provide the Superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher's placement on the salary schedule. Failure to timely provide an official transcript from the post-graduate institution of the graduate hours earned will result in a loss of such credit for such school year.

Salary Payments: Salary is payable over twelve equal installments. Teachers will be paid on the 15th of the month, or the last preceding school day, by direct deposit only, if the 15th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

Additional compensation over and above regular compensation, extra-duty pay and supplemental pay shall be disbursed as it is earned and deductions from compensation due to unpaid leave shall be taken out as they are reported to the payroll office. Reimbursements for mileage or other expenses will be considered separate from compensation.

Section 9 Benefits

Teachers are provided benefits in accordance with the negotiated agreement and the school district's Section 125 Plan document. Teachers shall make annual fringe benefit elections by September 1 of each school year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements.

A Notice of COBRA Continuation Coverage Rights is attached as Appendix C to this handbook.

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

Section 10 Payroll and Payroll Deductions

Salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement. Payroll deductions shall be made in accordance with law and the negotiated agreement.

Section 11 Expense Reimbursement

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by the Principal. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal. Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles or personal property.

Section 12 403(b) Salary Reduction Agreements

The District will cooperate with any teacher who chooses to participate in an investment program under an Internal Revenue Code Section 403(b) provided that the certificated employee executes a "Salary Reduction Agreement" provided by the District and the vendor of the 403(b) Plan elected by the teacher has entered in to a "Service Provider Agreement" with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.

Section 13 Overtime

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt *employees* are not eligible for overtime or compensatory time.

A publication provided by the federal government which provides more information about the FLSA is attached as Appendix D to this handbook.

Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1 1/2 times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1 1/2 times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. (Teaching professionals are not subject to the "salaried basis" test). An employee who feels an improper

Article 2 EMPLOYMENT, COMPENSATION AND BENEFITS

deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Section 14 Employment History

Consent forms to receive employment history from prior employees or provide employment history to prospective employers are attached as Forms 9 & 10, Appendix K, to this handbook.

Article 3 – ABSENCES FROM WORK

Section 1 Paid Leave - Sick and Personal Leaves

Teachers are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc) in accordance with the negotiated agreement. During such paid leaves, teachers shall continue to receive all salary and fringe benefits called for by the negotiated agreement.

Sick leave will be granted for immediate family, to include; spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and grandparents. If needed, additional sick days may be requested from the sick bank with approval of the Board of Education.

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

Requests for Leave

Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and prepared and readily available for the substitute are important.

A teacher who becomes ill and is unable to work is to contact the Principal. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the Principal as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as soon as possible.

For personal and other leaves, a Request for Leave form is to be submitted to the Principal at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances.

Requests for Leave are to be submitted to the building principal through the School website

Return from Leave

Upon return from leave, teachers are to review information supplied by the substitute teacher as to progress made in the class and any student behavior concerns. The substitute should be contacted directly if the written information supplied is not adequate.

A teacher who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of one week or more due to illness, must present a written statement to the Principal from the teacher's physician or health care provider stating that the teacher is physically able to return to duty. This statement is to be presented in person before the teacher returns to duty in order that the present stage of convalescence can be observed and discussed.

Section 2 Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = 1/185 of total salary and fringe benefits.

Section 3 Leaves of Absence

A teacher may apply to the Board of Education for a leave of absence from the teacher's duties. The Board of Education will consider such requests on a *case-by-case* basis. No leave of *absence* shall extend beyond one school year. All leaves of absence shall be without pay except for the payment of health insurance benefits as may be required under applicable state or federal laws.

Section 4 Jury Duty

A teacher who is summoned for jury service shall promptly notify the Principal of such summons. The teacher's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District will reduce the pay by an amount equal to any compensation, other than expenses, paid by the court for jury duty. Teachers are to notify the Principal of the amount received for such jury duty.

If a teacher, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the teacher is to report for duty and resume duties for the balance of the day. When a teacher is entirely dismissed from jury duty, the teacher is directed to report for duty and the substitute will be dismissed.

Teachers are expected to promptly notify the Principal of any other form of legal summons which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the teacher will be required to use available leave days.

Section 5 Military and Family Military Leave

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), or who undertakes certain types of service in the National Disaster Medical System, are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave.

When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The *leave* of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

Military leave and family military leave will be granted to the extent required by state and federal law.

Article 3 – ABSENCES FROM WORK

Employees requesting military leave must notify the Superintendent as soon as they receive notification of activation. Employees are to attach a copy of their orders to a District leave request form when they prepare the request for military leave.

Employees requesting to take family military leave under the Nebraska statutes must notify the Superintendent at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the school, and for leaves of less than 5 days, notify the Superintendent of the leave request as soon as practicable.

Family military leave under the Family and Medical Leave Act (FMLA) will be provided in accordance with that law and subject to the provisions of the Board policy pertaining to FMLA leave.

Publications (USERRA notice/Military Family Leave Notice) provided by the federal government which provide more information about Military Leaves are attached as Appendix E to this handbook.

Certification of Qualifying Exigency for Military Family Leave is attached as Form 11, Appendix K to this Handbook.

Certification for Serious Injury or Illness of Current Service member - for Military Family Leave is attached as Form 12, Appendix K to this Handbook.

Section 6 Family and Medical Leave Act

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The "leave year" for purposes of the FMLA shall be a "rolling" twelve-month period, measured backward from the date of any FMLA leave usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required in the discretion of the Superintendent or the Superintendent's designee, or the Board. The employee may also have paid leave non concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition, or a sick leave, when such leave is for a duration in excess of five (5) successive days, and in such other cases as deemed appropriate by the Superintendent or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Superintendent or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Superintendent or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee's serious health condition, or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Superintendent or the Board when such is deemed appropriate by the Superintendent or the Board based upon the nature of the illness or other circumstances surrounding the leave.

Article 3 – ABSENCES FROM WORK

An "equivalent position" for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact Mr. Jess Underwood at (308) 772-0182.

Information on FMLA is attached as Appendix "F" to this handbook.

Notice of Eligibility and Rights & Responsibilities, Family and Medical Leave Act, is attached as Form 13, Appendix K to this Handbook.

Section 1 Hours of Work & Meetings

Regular, dependable attendance at work is an essential function of a teacher's employment position.

The Board of Education recognizes that teachers' responsibilities to their students and their profession generally involve the performance of duties and the commitment of time beyond the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

Schools have differing starting and ending times for the student day. Certificated employees assigned to a building are to spend eight hours on site, including lunch break (30-minute lunch), except that duty-free lunch time can be spent off-site. The Principal will determine the length of time prior to and after the student class schedule for staff to be on-site in order to meet the required eight hours. Staff may leave the building earlier when called to a professional meeting or with administrative approval.

Certificated employees are required to serve on playground, lunchroom and hall supervision as designated by the Principal. The Principal will attempt to make an equitable distribution of such assignments and professional staff shall assume such duties as part of their work and agreement of employment.

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

Section 2 Arrival to Duty Assignments

Full-time teachers have a designated on-site work day as 8 hours. All Certificated staff are expected to be in their buildings 30 minutes prior and 30 minutes after school. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned classroom at least five minutes before each period begins to assure that students are not unsupervised within the classroom.

Section 3 Leaving School

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30- minutes each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties. Teachers who leave the school during the designated lunch period must check out with the Principal's office.

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must check out with the Principal's office when leaving, and check back in with the Principal's office upon return. Teachers who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

Section 4 Lesson Plans

Teachers will prepare lesson plans which cover at least three days of advance instruction. The plans must be submitted to the Principal. Please keep the plan book, including lesson plans, class rosters, etc. in a substitute folder.

The lesson plans must be sufficiently clear in establishing objectives and related activities so that they are easily used by a substitute teacher or other staff member not familiar with previous classroom activities or progress. The plan book must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

Section 5 Daily Class Record Books

Every teacher is required to keep a complete and easily understandable record of the attendance and achievement of every student in a class record program. Attendance must be kept current as needed each period.

Upon request a student's individual record in the teacher's class record shall be made available for review or copying. Information relating to other students should not be allowed to be seen by other students or parents.

**Section 6 Classroom and School Procedures
Classroom Environment**

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

Staff members may not hang posters, flags banners or other displays in the classroom that are (1) unrelated to the curriculum and (2) may otherwise result in a disruption to the learning environment. Any staff member who is uncertain as to whether a particular display is permitted in the classroom should consult with their building principal in a proactive manner.

Date of adoption: July 12, 2021

Teachers are expected to adhere to the following classroom and school procedure in the performance of their duties:

1. Bulletin Boards: Each teacher shall be responsible for completing appropriate bulletin boards regarding curriculum related matters in their primary classroom. Bulletin boards are encouraged to be changed no less than twice during each school year.
2. Text Book and room Inventory: All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair.
3. Use of Cell Phones or School phones: Teachers shall not use personal cell phones or school phones for any non-school purposes during instructional time.
4. Use of Para-Educators: Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective

manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Teacher aides may be used to 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 calculate grades and record grades. Teacher aides are to work only on their assigned work days and within their assigned work day. If the teacher desires the aide to work hours other than the assigned work hours or assigned work day, contact the administration for approval.

5. Use of Student Aides: Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades or record grades. Keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.
6. Checking Out of Equipment: All equipment must be checked out through the building principal. All school equipment may be used only for school purposes. School equipment may be directed to the personal use of a teacher or another District employee only through administrative approval and with a deposit.
7. Requisition of Equipment and Supplies: Books and supplies which are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.
8. E-mail: Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day, and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional 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.
9. Teacher Mail Box: Each teacher will be assigned a mailbox located in the copy room. Teacher should check for mail each morning and also later in the school day, if possible. If something requires an answer, teachers are responsible for responding promptly. Teacher mail boxes are to be limited to communications regarding school business.
10. Teacher Meetings: Teachers' meetings will be held on a regular basis as announced. ALL teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

Section 7 Supervision of Students

Proper supervision of students is an important responsibility for teachers and other adults responsible for our students. Teachers and other adults responsible for student supervision are expected to meet the four "P's" for student supervision and safety.

1. Proper Supervision:
 - a) Report 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 your classroom unattended;* the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. IF

Article 4 – DUTIES AND RESPONSIBILITIES

you are on 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 that you are supervising are doing.

- d) 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 the 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).
 - e) Be careful with touching students. Use of corporal punishment is prohibited at Garden County Schools. 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.
 - f) 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 correct the student and take such disciplinary action as is appropriate, which may include making a report to 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 (e.g., your lesson plan book or daily reports).
 - d. Review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, 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 is 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. Tell the office so additional warnings may be given.

Contact the Office for Assistance: The office administration should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

1. Student fight
2. 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

3. a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
4. presence of an intruder (a non-student or staff member who refuses to go to the office)

Student Searches: Office administration should also be contacted before performing searches of students or their belongings. 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.

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 only with other school staff with a need to know the information to perform their duties.

Section 8 Managing Student Conduct

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for **all students** in the hallways, in the rest rooms, at assemblies, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator. The following guidelines will assist in maintaining appropriate student conduct and complying with the process required for student discipline.

1. On the first day of class make students aware of classroom expectations. Students will accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student's and teacher's stories are different. Documentation must be provided for each referral.
5. Follow up on any referral. The student may not go to the Principal or the counselor when sent. The administrator or attendance coordinator will inform the teacher of the consequences.
6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the counselor if you have questions as to the procedure.

Article 4 – DUTIES AND RESPONSIBILITIES

7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the District.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
10. 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.

Section 9 Dispensing Medication

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. §716718 to 716743. 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.

Section 10 Reporting Child Abuse

Nebraska State Law and school policy mandates school officials 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:

1. Placed in a situation that endangers his or her life or physical or mental health;
2. Cruelly confined or cruelly punished;
3. Deprived of necessary food, clothing, shelter, or care;
4. Left unattended in a motor vehicle if such minor child is six years of age or younger;
5. Sexually abused; or
6. Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Teachers are to inform their principal or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for a teacher. However, informing a principal or supervisor does not end the teacher's responsibility; teachers are obligated to make certain a report was made if they do not do it themselves.

Article 4 – DUTIES AND RESPONSIBILITIES

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to interview the child during the school day and prior to an evening or weekend. In cases of physical injury (e.g., bruising or other marks), it is essential the police observe and document the injury. A counselor, the school social worker or an administrator will help you.

Section 11 Child Abuse and Neglect

School employees shall promptly report to the appropriate law enforcement agency and the principal when they have reasonable cause to believe that a child has been subjected to abuse or neglect, including sexual abuse, or circumstances which reasonably would result in abuse or neglect. The principal will ensure that the report has been made to the proper law enforcement agency or other agency as required by law.

This requirement shall apply to all school employees, including coaches and volunteers, participating in interstate amateur athletic competition. The term "promptly" means "within a 24-hour period."

Legal Reference: Neb. Rev. Stat. § 28-711
34 U.S.C. § 20341

Date of Adoption: July 9, 2018

Section 12 Coaching Duties

Lockers: Coaches will instruct their teams to keep lockers locked at all times. The school is not responsible for items lost or stolen from lockers.

Physical Exams-Parental Consent: A completed physical exam and parental consent form must be returned to the school before any athlete may participate in practice. Coaches will take a copy of the emergency medical treatment release form for each athlete to each out-of-town activity.

Practices: Practice attendance policies will be explained to the team as a whole by the coach at the beginning of the season. Coaches are expected to keep a daily record of practice attendance.

Travel To and From Activities: All team members, including athletes, student managers, or students aiding the team in any way (scorekeepers, stats, video, etc.) shall travel to and from out of town activities in school transportation. Team members may ride to or from activities with their own parents provided the Garden County School Transportation Release form is signed. Coaches should not allow team members to ride with anyone except their parents unless under exceptional circumstances.

Early Departure From School: When a team must leave early to attend an event, it is the coach's responsibility to have a list to all staff members 2 days in advance, of all team members who will be absent. It is the responsibility of the students to check with their Teachers and have work made-up in advance before the activity. Teams will be appropriately dismissed before departure time.

Equipment: All equipment checked out to team members must be returned within 10 days following the end of the season. Coaches should submit to the Athletic Director a list of those individuals and the equipment not returned by this time. Team members will be required to pay the replacement cost

Article 4 – DUTIES AND RESPONSIBILITIES

for any article not returned. School equipment and uniforms will be used for practices, games or other events so designated. School equipment is not to be used as daily apparel by students or coaches.

Meals for Teams: Coaches should notify the Athletic Director when they wish to have their team eat a meal at school expense while on the road. Arrangements will then be made by the Athletic Director to make accommodations and pay for the meal.

Eligibility: Coaches will give each prospective team member a copy of the N.S.A.A. eligibility regulations and explain them at a team meeting prior to the season. Also the Garden County Schools eligibility regulations as listed in the student handbook must be explained. Any questions of an athlete's eligibility must be referred to the Athletic Director and Principal. Coaches are required to submit to the Athletic Director a list of all team members to be included on the N.S.A.A. eligibility registration at least one week before the first scheduled contest. Any additions to this list must be on file with the N.S.A.A. before the athlete may compete in any varsity contest.

Attendance on Game Day: Attendance of school on game/activity days is required as detailed in the Garden County Schools Student Handbook. Coaches should check the daily bulletin on event days and verify absences with the Principal.

Injuries: Athletes should be instructed to report all injuries to the coach. Any time an athlete is excused from practice or a portion of practice to injury or illness the coach should note this in his/her attendance register. Any time an athlete is sent to receive medical care during practice or an event, he/she should be transported by the coach or another school official or the athlete's parents. Any time an athlete received medical care he/she must have a release form from the physician involved or a note from the parents of the athlete approving the return to practice or competition. Coaches should keep all such notes on file.

Training Supplies: Coaches shall submit to the Athletic Director an estimate of their training supply needs for the coming year, at the end of the current school year.

Purchases by Athletes: Any equipment such as socks, shoes, shirts, etc. that is purchased by the school for resale to team members will be sold through the school secretary's office. No equipment or merchandise will be given out until paid for.

Van//Car Use: When the vans or school car are used by a team the coaches will be responsible for cleaning these vehicles when they are returned to the school and before they will be used for the next activity.

Inventory: A complete inventory of all equipment used in a particular sport shall be turned into the Athletic Director and Superintendent at the end of each school year.

Lettering Requirements: Each coach shall give a copy of the lettering requirements for their particular sport to each prospective team member before the first practice. These requirements shall be explained in detail at a team meeting prior to the start of the season. A written copy of the lettering requirements must be given to the Athletic Director at the start of the season. At the completion of the season, a list of all letter winners should be given to the Athletic Director and published in the local newspaper within two weeks.

Article 4 – DUTIES AND RESPONSIBILITIES

Training Rules: A written copy of the Garden County Schools training policy will be given to each team member before the first practice and explained at a team meeting.

Clinics//State Tournament: Coaches will be encouraged to attend clinics and state tournaments. Garden County Schools will be responsible for transportation, lodging, meals, and clinic fees. These expenses will be restricted according to the amount of money available within a particular sports budget as approved by the Athletic Director. Clinic attendance during the school year will be granted in accordance with the Garden County Schools professional leave policy.

Budgeting Requisitions: Coaches will submit an itemized preliminary budget for the following year to the Athletic Director by February 1. Included will be any equipment additions that require bids from suppliers. Any purchases made during the year must first be cleared with the Athletic Director. Final budgets must be approved by the Superintendent and the Board of Education._

Dress for Out-of-Town Games: Requirements for dress by team members at out-of-town contests should be explained by the coach at a team meeting prior to the first away event. Standards of dress that reflect good taste and suitability will be at the discretion of the coach involved.

Dressing Room Policy: Coaches should impress upon their teams the importance of correct locker room behavior. All equipment in the locker room should be locked in lockers at the end of each practice. The coach involved with each sport should check to see that all equipment and trash cans are off the floors and lockers at the completion of practice or an event. When using a locker room at an out-of-town event, coaches should always attempt to leave the locker room cleaner than when they arrived. At least one coach will be present until all students have left the school building.

Summer Activities: School facilities and equipment may be used for summer activities within the guidelines of the N.S.A.A. and the needs of the school for maintenance requirements. Under no circumstances will coaches allow anyone to use the school facilities unsupervised. Coaches shall never give their keys to anyone to open the school. Any activities planned by coaches that will involve school facilities must be approved by the Athletic Director and Superintendent.

Insurance: All athletes are required to have an insurance policy that will cover any injuries received in activities in which they participate at Garden County Schools. Proof of this insurance must be furnished before an athlete may practice for any sport.

Student Managers: Coaches should give each student manager a list of duties and responsibilities at the beginning of each athletic season. Student managers should not be expected to act in place of a coach in supervising athletes. Managers should not be sent to purchase materials or supplies for team or individual use. Managers should not be given uncontrolled access to supply or storage areas. Managers should not be given the title or responsibility of trainer.

Letter winners: At the completion of each sport season each head coach will submit to the Athletic Director a list of all letter winners, a list of any individual or team awards and a list of any individual or team records.

Awards: The coach will submit to the Principal any awards to be given during the Awards program.

Section 13 Employee Fundraising

Any employee who directly or indirectly seeks to use their position as a District employee to fundraise

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(such as through a crowd funding initiative) must obtain prior approval from the Superintendent or Superintendent's designee before taking any action to fundraise.

An employee who receives permission to fundraise shall abide by the following requirements:

1. The employee shall inform the Superintendent or Superintendent's designee of any content (including online messages or requests) that the employee intends to publish.
2. The employee shall not violate any District policy, rule or law in any fundraising efforts and shall keep all student information confidential.
3. The employee must account for any money raised through the approved fundraising effort and shall provide evidence to the Superintendent or Superintendent's designee as to how the money was spent.

District employees who engage in fundraising efforts in their private capacities need not abide by this policy.

Date of Adoption: July 10, 2017

Section 14 Notification of Arrest, Criminal Charges

Employees must notify the Superintendent by the next working day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed or issued a criminal charge where:
 - a. The maximum penalty for the crime equals or exceeds six months incarceration;
 - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
 - c. Conviction would impact performance of employee's job responsibilities including offenses that:
 - i. Would impact the responsibility to be a role model for students
 - ii. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives our students including on extracurricular activities or
 - iii. Would impact the employee's Commercial Driver's License if the employee's job requires that the employee have a CDL.
 - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on school property or in a school owned or utilized vehicle, or at a school supervised activity or school-sponsored function.
 - e. Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense was not otherwise reportable.
2. Certificate or License: The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse: The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

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Further employees must give full disclosure of any Child Protection Act investigation that resulted in an “inconclusive” determination that occurred at any time. Current employees must give such disclosure within ten days following adoption of the Policy. As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall be subject to being immediately revoked in the event the required disclosure was not given.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Superintendent of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.
Adopted August 12, 2019

SECTION 1 Professional Ethics Standards

The Garden County Schools expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards which certificated employees are expected to adhere to include those set forth below. References to "educator" shall include all certificated employees of the District.

Preamble: The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

Principle I – Commitment as a Professional Educator: Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Superintendent any known violation of above paragraphs.
10. Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II – Commitment to the Student: Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest,

concern, and consideration for the student. The educator 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 educator:

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student to access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
7. 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 educator bears particular 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 educator:

1. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgement.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
6. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession: In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to the profession, the educator:

1. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment or termination of employment.
2. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
3. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices: The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

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

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

SECTION 2 Abuse of Students by School Employees Regulation

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. Employees found in violation will be subject to disciplinary action up to and including discharge.

Definition of Physical Abuse: Physical abuse is non-accidental physical injury to the student as a result of the action of an employee. Injury occurs when evidence of it is still apparent at least twenty-four hours after its occurrence. The following do not constitute physical abuse, and no employee is prohibited from:

1. Using reasonable and necessary force, not designed or intended to cause pain:
 - a. To quell a disturbance or prevent an act that threatens physical harm to any person.
 - b. To obtain possession of a weapon or other dangerous object within a pupil's control.
 - c. For the purposes of self-defense or defense of others as provided for in Neb. Statute 28-1409 and 1410.
 - d. For the Protection of property as provided for in Neb. Statute 28-1411.
 - e. To remove a disruptive pupil from class, or any area of school premises or from school-sponsored activities off school premises.
 - f. To prevent a student from the self-infliction of harm.
 - g. To protect the safety of others.
2. Using incidental, minor or reasonable physical contact to maintain order and control. In determining the reasonableness of the contact or force used, the following factors shall be considered:
 - a. The nature of the misconduct of the student, if any, precipitating the physical contact by the school employee.
 - b. The size and physical condition of the student.

- c. The means or device used in making the physical contact.
- d. The motivation of the school employee in initiating the physical contact.
- e. The extent of injury to the student resulting from the physical contact.

"Reasonable force" is that force and no more which a reasonable person, in like circumstances, would judge to be necessary to prevent an injury or loss and can include deadly force if it is reasonable to believe that such force is necessary to avoid injury or risk to one's life or safety or the life or safety of another, or it is reasonable to believe that such force is necessary to resist alike force or threat.

Definition of Sexual Abuse: Sexual abuse is defined as including sexual acts involving a student, acts that encourage the student to engage in prostitution, inappropriate, intentional sexual behavior or physical manifestations of sexual harassment by the employee toward a student. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits;
2. Submission to or rejection of the conduct is used as the basis for academic decisions affecting that student; or
3. The conduct has the purpose or effect of substantially interfering with a student's academic performance by creating an intimidating, hostile or offensive education environment.

Complaint Procedure: An individual who believes he/she has been abused shall notify Mr. Jess Underwood, the designated investigator. The investigator may request that the individual complete a Complaint/Grievance Form (**Form 1, Appendix K, to this handbook**). Information received during the investigation shall be kept confidential to the extent possible.

The investigator, with the approval of the superintendent, or the superintendent has the authority to initiate a harassment investigation in the absence of a written complaint. The investigator shall have access to the educational records of the student and access to the student for purposes of interviewing the student about the report.

When abuse is reported, the investigator shall make copies of the report and give a copy to the person filing the report, the students' parents and the immediate supervisor of the employee named in the report. The employee named in the report shall not receive a copy of the report until the employee is initially interviewed.

The investigator shall use discretion in handling the information received regarding an investigation of abuse by an employee, and those persons involved in the investigation shall not discuss information regarding the complaint outside the investigation. The entire investigative procedure will be thoroughly explained, including the confidential nature of the proceedings, to the student and other persons involved in the investigation.

The investigator shall notify the parent, guardian or legal custodian of a student of the date and time of the interview and the right to be present or to see and hear the interview or send a representative in the parent's place. The investigator shall interview the student as soon as possible, but in no case later than five days from the receipt or notice of the allegation of sexual abuse. The investigator may record the interview electronically.

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It is the responsibility of the investigator to determine whether it is more likely than not, that an incident took place between the employee and the student. If the investigator believes the employee committed a sex act with a student or sexually exploited a student, the investigator shall defer the investigation and immediately notify law enforcement officials, the superintendent, the student's parents and the person filing the report.

The designated investigator shall not interview the school employee named in a report of abuse until after a determination is made that jurisdiction exists, the alleged victim has been interviewed and a determination made that the investigation will not be deferred.

If the investigator determines an incident occurred, while not an illegal sex act with a student or sexual exploitation of a student, but where the employee engaged in inappropriate, intentional sexual behavior, further investigation is warranted. If further investigation is warranted, the investigator may proceed to interview the employee and other individuals who may have knowledge of the circumstance contained in the report. Prior to interviewing other individuals who may have knowledge of the circumstance contained in the report, the investigator shall provide notice of the impending interview of student witnesses or the student to their parent, guardian, or legal custodian prior to interviewing those students.

Within five days of receipt of an investigable report, the investigator shall complete an informal investigation. The informal investigation shall consist of interviews with the student, the employee and others who may have knowledge of the alleged incident. If the investigator determines that the allegations in the report are founded and that immediate and professional investigation is necessary, the investigator may defer further investigation and contact appropriate law enforcement officials, the student's parents and the person filing the report.

Within fifteen days of *receipt* of the *report*, the investigator shall complete a written investigative report, unless the investigation was temporarily deferred. The written investigative report shall include:

1. The name, age, address and attendance center of the student named in the report.
2. The name and address of the student's parent or guardian and the name and address of the person filing the report, if different from the student's parent or guardian.
3. The name and work address of the employee named in the report as allegedly responsible for the abuse of the student.
4. An identification of the nature, extent and cause, if known, of any injuries or abuse to the student named in the report.
5. A general review of the investigation.
6. Any actions taken for the protection and safety of the student.
7. A statement that, in the investigator's opinion, the allegation in the report are either:
 - a. Unfounded. (It is not likely that an incident, as defined in district files, took place), or
 - b. Founded. (It is likely that an incident took place.)
8. The applicability of exceptions to the investigated incident, or reason for the contact or force used.
9. A statement that, in the investigator's opinion, any physical contact that occurred was:
 - a. Appropriate. (Actions not requiring any disciplinary process.), or
 - b. Inappropriate. (Actions invoking a disciplinary process as defined in district rules)
10. The disposition or current status of the investigation and recommendations regarding the need for further investigation.
11. A listing of the options available to the parents or guardian of the student to pursue the

allegations. These options include, but are not limited to:

- a. Contacting law enforcement officials.
- b. Contacting private counsel for the purpose of filing a civil suit or complaint.
- c. Filing a complaint with the Nebraska Professional Practices Commission if the employee is a certified employee.

The investigator shall retain the original and provide a copy of the written investigative report to the school employee named in the report, the employee's supervisor, the superintendent and the student's parent or guardian. The person filing the report, if not the student's parent or guardian, shall be notified only that the investigation has been concluded and of the disposition or anticipated disposition of the case.

If the investigator's report or law enforcement officials conclude the case involved founded physical or sexual abuse by a certified employee, or the employee admits the violation, or the employee has surrendered the employee's certificate or license, the investigator shall file a complaint on behalf of the district after obtaining the superintendent's signature with the Nebraska Professional Practices Commission. The investigator shall also arrange for the student, if the student or student's parents request, to receive counseling services. Information of unfounded abuse shall not be kept in the employee's personnel file.

Section 2.5 PROFESSIONAL BOUNDARIES BETWEEN EMPLOYEES AND STUDENTS

Definitions:

Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when the student's life the sexual contact or sexual penetration would take place;

Personal Communications System means a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting cellular telephone, and email service, or a social media platform;

School Employee means a person nineteen years of age or older who is employed by a public, private, denominations, or parochial school approved or accredited by the State Department of Education. Neb. Rev. Stat. § 28-720. School employee also includes any person who is contracted with, or otherwise paid by the district and who has access to or interaction with students including all student teachers or interns.

Sexual Contact has the same meaning as in section 28-318

Sexual penetration has the same meaning as in section 28-318; and

Student Teacher or Intern has the same meaning as in section 79-875.

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of this policy or any violation of professional boundaries is misconduct and will likely result in disciplinary action.

In addition, a violation of employee and student boundaries is also a violation of standards of

professional conduct which could result in the revocation of a certificated educator's certificate or permit. 92 Nebraska Administrative Code Chapter 27.

Such violations could also result in a referral to the Nebraska Department of Health and Human Services and law enforcement.

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

Prohibited Activity:

Engaging in any relationship that involves sexual contact or sexual penetration with a student while the student attends the school where the employee works and for one year after the student graduates or otherwise ceases enrollment.

The following is a non-exclusive list of actions that will be regarded as a violation of the professional boundaries that all employees are expected to maintain with all students. In addition, repeatedly engaging in any of these activities or a combination of these activities are examples of grooming as defined in this policy.

1. Communication with students through any method not approved or not designated by the school district including social networking apps or websites and texting, or other instant messaging, one-on-one with any students.
2. Communication with students on any matters or subjects that do not pertain to school or school-related activities. School or school related activities include student homework, in class activities, school sponsored sports or clubs or any other school-sponsored activity.
3. Engaging in any kind of behavior or communication that could be reasonably construed as a sexual advance or respond in any positive manner to a student's sexual advance.
4. Being alone with a student anywhere where all doors to such room are closed.
5. Showing a student any inappropriate or sexually suggestive material that is not part of classroom lesson or curriculum known to appropriate school authorities.
6. Telling jokes with sexual themes or subject matter.
7. Invading a student's physical privacy. One example would be walking in on a student changing in a locker room or bathroom when the employee has no duty to be there.
8. Intruding on a student's personal space in any manner that makes a student uncomfortable
9. Initiating unwanted physical contact.
10. Treating one student differently from other students either by providing privileges or failing to enforce school policy or other disciplinary action.
11. Discussing an educator's private personal matters with a student and inquiring about a student's private personal matters when no basis for concern about the student's health or safety.
12. Providing rides to a student in an employee's personal vehicle without the express written permission of a student's parent or guardian and permission from an administrator unless another school employee is in the vehicle.
13. Meeting with a student outside of school for any reason other than a school sponsored activity or event.
14. Having a student in an employee's home without a student's parent or appropriate chaperone.

15. Giving or receiving gifts to or from one student. A gift to a class or the same gift to a group of students is not prohibited.
16. Consuming alcohol in the presence of any student when the student's parent or guardian is not present or consuming illegal drugs in the presence of students at any time.
17. Providing alcohol or illegal or unauthorized drugs or medications to a student under any circumstances.
18. Any other behavior which could exploit the unique position of trust and authority between a student and employee.

Exceptions to these prohibitions may include:

1. Communicating with your own child or another student with whom there is personal relationship that exists independent of that child being a student at the same school where the employee works such as when the student is a relative, neighbor or fellow member of a group or organization outside of the school or school sponsored setting when such communications pertain to such a group or organization.
2. An emergency or concern for that student's health or safety.
3. A singular chance encounter at a public place provided the encounter provided there is no additional violation of this policy.

Except in the case of a true emergency, or an unplanned chance encounter, employees must obtain permission in writing from his or her administrator prior to engaging in such communication.

Permissible methods to communicate with students outside of school:

The Superintendent or Superintendent's designee will circulate to staff the District-approved apps or social media sites that employees may use to communicate with student regarding educationally related topics.

In addition, employees may utilize:

1. Text messages that include at least one other adult and a student. The adult may either be the student's parent or guardian or another school employee.
2. Use of social media through a district approved social media account as a coach or supervisor of a school sponsored club or activity. However, even approved social media communication must abide by the standards of professional conduct and must be professional in nature and in the best interest of the school district.
3. Use of the school district email system.

Allowing students to view an educator's social media postings is not a preferred method of communication. Educators are responsible for any social media postings that are viewed by students when such posting violates the standards of professional conduct.

Permissible ways to engage with students when the employee has concerns about the student's well-being:

1. Contact the guidance counselor and ensure the student's parent or guardian is aware of your concerns.
2. Contact the student's parents or guardian if the concern is not with the parent or guardian.
3. If you believe the student is in immediate danger, contact the Nebraska Department of

Health and Human Services child abuse hotline or contact law enforcement.

Reporting Violations:

If any school employee violates this policy or has reason to believe another employee has violated this policy, the employee is required to make a report to the superintendent within 24 hours. The school employee also has an obligation to report to the Nebraska Health and Human Services and the Nebraska Department of Education.

The most serious violations shall be reported immediately. The Superintendent shall also ensure a report is made to the Nebraska Department of Education, the Nebraska child abuse and neglect hotline and law enforcement authorities as required by law and notify the School Board President. If the superintendent is the alleged violator or fails to take appropriate steps, the School Board President shall be notified by the school employee.

Students who feel his or her boundaries have been violated or know of another student whose boundaries have been violated may report to any school employee he or she is comfortable to confide in. That school employee will then have an obligation to report as identified above.

Reprisal or retaliation for good faith reports made by students or school employees is itself a violation and is prohibited.

Records Retention:

School employees are required to maintain copies of any communication exchanged with students via a personal communications system. Such copies must be maintained pursuant to district records retention policies and schedules. The records may be kept electronically or in hard copy or any format easily retrievable by the employee upon request. Any employee who is unable to produce copies of such communications for any reason will be in violation of this policy.

FERPA and Confidentiality:

School employees are encouraged to consult their school's policy on confidentiality of personally identifiable student information before posting any information regarding student or student activities online.

Date of Adoption: July 12, 2021

Legal Reference: Neb. Rev. Stat. Sec. §79-879

SECTION 3 Evaluations

Evaluations of teachers will be conducted in accordance with the District's evaluation policy. Supervisors reserve the right to observe, appraise or evaluate teachers more frequently than required by policy on an as-needed basis. Teachers are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

Evaluation policy is attached as Appendix J to this handbook.

Evaluation form is attached as form 3, Appendix K, to this handbook.

SECTION 4 Role Model

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

SECTION 5 Relationships

It is important for teachers to maintain an effective working relationship with the administration and all co-workers, including other teachers and support staff. Teachers are also to maintain appropriate relationships with students. 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.

SECTION 6 Professional Attire

It is important for teachers to project a professional image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting a professional image. Teachers are expected to maintain conservative and professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. As a minimal guide, teachers should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual teachers should that be necessary.

SECTION 7 Private Tutoring

Teachers are encouraged to provide individual assistance to students as a part of their duties. Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the District) are subject to the following rules:

1. The teacher may not arrange to provide private tutoring for any child enrolled, in the teacher's class.
2. The teacher is not to provide private tutoring in a school building.
3. The teacher is not to provide private tutoring during duty time.
4. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications except with the express permission of the Superintendent or designee.

SECTION 8 Outside Employment

Teachers shall not perform duties unrelated to District employment during duty hours. In addition, teachers shall not engage in employment which conflicts with their school duties. Teachers are not required to notify the District of outside employment except: (1) teachers who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) teachers who have a work-related injury in order to comply with workers' compensation requirements.

SECTION 9 Professional Development

Garden County Schools recognizes the value of ongoing Professional Development.

**Professional Growth Policy is attached as Appendix G to this handbook.
Professional Growth Form is attached as Form 4, Appendix K, to this handbook.**

Staff Development Required Summer Opportunities

As our focus in Garden County Schools continues to be improved academic performances for all students, we find that summer staff development opportunities are increasing. Some of these

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workshops are absolutely required if the district is to meet all of the criteria associated with good assessment. The districts have agreed to the following:

1. The district will identify the workshops for which attendance is mandatory.
2. In order to create the least interference with summer plans, the district will attempt to identify such
Workshops and notify staff as early as possible each year.
3. The district will provide transportation, pay registration fees and compensate staff members who attend.
4. Staff will be compensated in one of three ways:
 - a. A stipend of \$100.00 per day will be paid or
 - b. Staff will be provided a "comp day" that will be identified by the district or
 - c. Staff compensation can also be provided in lieu of a snow day.

The district will use all available grant funds to pay for additional expenses incurred by attendance at such workshops.

SECTION 1 Purpose and Goals of Academic Achievement

The Garden County Schools Board of Education is committed to providing a quality education for all Garden County Schools students consistent with the school's mission statement. Effective, quality instruction by teachers is an essential means of meeting the District's mission of providing a quality education.

SECTION 2 Teaching to Student Understanding to Assure Learning

Each teacher is responsible for teaching in a manner to meet the mission of the District and to assure student understanding and learning of the principles and concepts to be presented to students within the curriculum adopted by the District. Teachers will model classroom instruction on the educational model implemented by the District and reflected in the teacher evaluation instrument adopted by the Board of Education. Teachers are responsible for familiarizing themselves with the instructional model and the principles of instruction set forth in the evaluation instrument. The administration shall provide periodic in-services regarding the instructional model.

State and federal laws and regulations have been enacted which require that students with certain needs be provided instruction and services consistent with those special needs. Examples include students who have been verified as in need of special education ("special education students"), students with other disabilities which impact the educational program ("504 students"), and limited English proficient students ("LEP or ELL students"). The District's policy is to comply with the state and federal laws and regulations in all respects. Teachers who are assigned special education, 504, or LEP/ELL students are required to provide instruction and services consistent with legal requirements and the requirements of Board policy and regulation.

SECTION 3 Instruction in the Curriculum

Teachers shall instruct students in the curriculum, including the use of curriculum materials, adopted and implemented by the Board of Education and as directed by the administration.

SECTION 4 Measuring and Reporting Academic Achievement

Grades and Grading: Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is recommended that the teacher record at least two grades per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work.

GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.

Recording Grades: Each teacher shall record grades in the online Class Record. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

Grade Scales: Teachers are to use only the grading scales set forth below. Any deviation from the approved grade scales must be approved by the building principal.

Article 6 – ACADEMIC

STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress in grades 4-12 are as follows:

A	95-100	
A-		93-94
B+	91-92	
B		87-90
B-	85-86	
C+	83-84	
C	79-82	
C-	77-78	
D+	75-76	
D	72-74	
D-	70-71	
F		69 or below

The preceding grade scales are expected to be used according to the following guidelines:

1. No other grade scales are to be used on official records or reports.
2. "Failing," "unsatisfactory" or equivalent terms indicate that student performance does not meet the minimum requirements established for the course. A final mark of "failing" or "unsatisfactory" in a credit-bearing course means that credit hours will not be granted.
3. The mark given at the end of each reporting period is considered an evaluation of the pupil's status at the time (for example, the final mark in a semester course is an evaluation of the pupil's status as of the close of the semester; not an average of two nine-week marks).
4. Teachers may exercise professional judgment in distributing marks. Marks are not expected to be distributed on a normal curve.

Reconsideration of Grades/Marks: Questions raised concerning duly assigned grades will be resolved cooperatively in a conference which includes the teacher(s) involved and the Principal. In the event a grade is questioned by parents or students, the parents/guardians and/or student may be included in the conference.

Failure to resolve the issue will result in a second conference involving the Superintendent or designee and the participants in the initial conference described above. The grades designated by teachers will not be changed unilaterally by the Superintendent unless the Superintendent determines that the grade is not consistent with the requirements of law, Board policy, or the best interests of the District.

Reduced Credit: Some students in certain situations may qualify for less than the number of credits normally granted for a course. Late entry, excessive absences, or a serious injury at an awkward point in the semester would be a few examples. Any cases of reduced credit must be approved by the Principal.

Reports to Parents: Grades are assigned on a quarterly basis and credit is assigned on a semester basis. Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, first semester, third quarter, and second semester.

The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

All term or mid-quarter grades are calculated on a cumulative basis; i.e., the grade given at the end of the first quarter represents an evaluation of work done during that quarter, and the grade given at the close of the semester represents an evaluation of all the work done during the entire eighteen weeks.

The end-of-quarter and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have significant bearing on the student's grades or their relationship with teachers, notes should be sent to parents. Arrangements will be made to place these teacher-written notes with the grade report forms. The notes may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their child. For their instruction, and for our ultimate well-being, if and when problems arise, it is essential that the reports be as informative as possible. Teachers should, in all cases, plan to keep on file duplicate copies of the notes which are sent to parents.

Please accept, cooperatively and professionally, the responses that parents may make subsequent to the distribution of term or mid-quarter reports. Parents are not always helpful or reasonable under these circumstances but they do need information and direction. Please encourage parents to discuss their student-centered problems with you and give them all possible assistance.

Mid-quarter Progress Reports To Parents: Mid-quarter progress reports are prepared as needed at or near the middle of the fourth and the thirteenth weeks of each semester. These reports will be mailed as needed.

SECTION 5 Assessments

State Assessments: The Garden County School District has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

Achieving Valid Assessments: Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both "standardized assessments" (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and "coursework assessments" (e.g., classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

1. Integrity of the Assessment Instrument: The integrity of the assessment instrument is to be maintained.
 - a. Standardized Assessments: Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.
 - b. Coursework Assessments: Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using "test blanks". For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.
2. Teaching for Success on Assessments: It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student's knowledge, and not simply test preparation.
 - a. Teach the content: Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to "teach to the test" by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. "Cramming" assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
 - b. Practice Tests: Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.
3. Conditions for Successful Assessments:
 - a. Communications: Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
 - b. Climate: Educators are to have sufficient assessment materials available (e.g., No.2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at

- a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.
- c. Security: Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.
 4. Full Participation: Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.
 5. Assistance during Assessments:
 - a. Standardized Assessments: Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints", giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).
 - b. Coursework Assessments: For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.
 6. Student Answers: Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

All employees are to adhere to Nebraska's State Testing Security Procedures and report breaches in security to Superintendent or Superintendent's assessment designee for report to the Nebraska Department of Education. Professionalism, common sense, and practical procedures provide the framework for testing ethics.

Violation of the rules and expectations set forth in this policy will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

Legal Reference: NDE Rule 10.05; NDE Rule 27.004.02H and 004.03D

Date of Adoption: 7/11/2011

SECTION 6 Parent-Teacher Conferences

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents/guardians of students regarding student achievement and learning. To this end, Parent-Teacher conferences will be scheduled and held throughout the school year. Teacher attendance at Parent-Teacher conference is mandatory. A teacher may only be excused from attendance at Parent-Teacher conferences in writing by the Superintendent. The schedule setting forth the dates and times for the Parent-Teacher conferences for the school year is determined by the administration.

Teachers are expected to be prepared for such conferences. Being prepared includes having completed grades which include all student assignments, work or tests completed within five (5) days of the Parent-Teacher conference.

SECTION 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school buildings, school utilized vehicles, and places in which school activities are held.

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the work place or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time.

Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed upon teachers who violate the aforementioned standards of conduct. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

SECTION 2 Smoke and Tobacco-Free Workplace

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings. For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products (including electronic nicotine delivery systems, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect.

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

Date of Adoption: July 8, 2019

SECTION 3 Weapon-Free Workplace

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;

Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT

3. Any firearm muffler or silencer;
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device.
5. Any bludgeon, sand club, metal knuckles, or throwing star;
6. Any knife other than as used for strictly instructional or personal care or eating purposes, A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a 'stun gun'
8. Any other object that is designed for or intended for use as a destructive or injurious device;
9. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action;
10. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed;
11. Any other object that is designed for or intended for use as a destructive or injurious device.
12. Concealed handguns are not permitted to be brought to or possessed in school, on school grounds, in school-owned vehicles, or school sponsored activities or athletic events.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

SECTION 4 Use of District Computer Network and Internet

Staff members at all Garden County Schools are responsible for using technology, the Internet, and the school network for educational activities and for instructing students in proper use. The staff members of Garden County Schools have certain responsibilities and privileges relating to the network and its capabilities.

1. All GC staff members are responsible to model good and acceptable network and Internet use. This includes observing applicable copyright laws and good 'Netiquette'.
2. Teachers are responsible for instruction regarding proper use before any student is allowed on the network and gains access to the Internet. Internet use during student contact time should be related to class learning objectives.
3. GC Teachers are expected to prepare lessons and lesson plans before having students use the Internet. This includes instruction in what is expected and appropriate. Most importantly, it requires pre-researching the Internet sites that will be used as instructional resources.
4. GC teachers may request access to student 'home' drives to allow them to view student work. Teachers should occasionally monitor their students' home drives for inappropriate materials.

Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT

5. All staff – Teachers, Support Staff and Administrative- are responsible for monitoring student activity on the school network. If a student is on a computer in a monitored school setting, the staff member assigned to that group of students is responsible for the monitoring and oversight of the network and Internet activity. Students may not use computers without supervision.
6. Computer labs are designed specifically for student use at Garden County Schools. The use of staff or administrative computers by students is strongly discouraged. Staff PC's should be locked when not in use.

Employee User Expectations:

1. Computers at Garden County Schools are to be used for educational purposes only. This includes the use of the Internet and personal e-mail. Internet use, history and e-mail may be checked and monitored by administration and/or service providers.
2. Internet games are discouraged. Staff members should not download Internet games and should discourage any game playing by students unless the game is being used for educational purposes.
3. Users are to log on with their own user name and passwords. These are to be kept private and not shared with other staff members or with students. Staff members are encouraged to change their passwords periodically.
4. Teachers must accompany their students to the lab and remain with them for the duration of the lab visit or arrange for proper lab supervision prior to instructional time. Teachers should never leave students unattended in computer labs.
5. Teachers should sign up for lab use prior to class time.
6. Staff is not responsible for and should not attempt to install any software or programs on the network computers.
7. Note that copying recorded music from a CD or the web to your computer or home drive is a violation of copyright laws.
8. Staff are not allowed to bring or to use personal electronic devices at school, for work or personal use. This includes personal laptops, or any other electronic device that is not considered a cell phone. (i.e. Chromebook, desktop computer, iPad, laptop, Macbook, iPod, etc.)

Computer Use Agreement Signature page is attached as Form 8, Appendix K, to this handbook.

SECTION 5 Use of School Facilities

Teachers will be issued keys to the school. Teachers are expected to not lose their keys and to not allow others to have access to or to use their keys. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

Employees shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Employees shall not use time for which the employee is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

SECTION 6 Care of School Property

Teachers are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

SECTION 7 Use of Telephone

Personal telephone calls shall not be made or received during instructional time except in the event of an emergency. Long distance calls on school telephones must be made from the office. You will need to promptly log personal long distance calls and be responsible for any charges which are for personal use.

Phone Protocol is attached as Appendix H to this handbook.

SECTION 8 Visitors

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. Teachers are not to bring their children to school with them in lieu of taking them to childcare.

SECTION 9 Salespersons

Teachers need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the teacher while engaged in the teacher's duties except for such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:00 a.m. and 4:00 p.m. on all days school is in session.

SECTION 10 Security of Desks and Lockers

Offices, teacher desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right to search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT

The District is not responsible for any personal property teachers may bring to school. Teachers are cautioned not to bring large amounts of money or items of significant value to school.

SECTION 11 Video Surveillance

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

SECTION 12 Bulletins and Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

SECTION 13 Copyright and Fair Use Policy

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice. The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

1. the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. the nature of the copyrighted work;
3. the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
4. the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

SECTION 14 Lost and Found

Teachers who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

Section 15 Safety

Safety Program and Safety Committee: The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. A representative from each bargaining group plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers association. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers association representative of the safety committee, (2) contact the President of the teachers association, or (3) contact the Safety Committee in care of the Superintendent.

Safety Practices: Guidelines for safe work practices which teachers should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection),
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Use of Vehicles: Teachers who drive school vehicles must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. LB 945 prohibits drivers from using 'a handheld wireless

communication device to read a written communication, or send a written communication while operating a motor vehicle which is in motion'.

Accidents: Every accident which results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the teacher responsible for the student either as teacher, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the teacher, the teacher is also responsible for making a report.

Accident Report is attached as Form 5, Appendix K, to this handbook.

Workers Compensation: Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

SECTION 16 Employee Significant Exposure Policy

When a school district has a significant exposure incident, the employee may complete and submit an HHS exposure form. The school district will follow infectious disease procedures.

Significant exposure is defined as a situation in which the body fluids of a student have entered the body of an employee or when an airborne pathogen may have been transmitted from the student to the employee.

Infectious disease or conditions include hepatitis B, hepatitis C, meningococcal meningitis, active pulmonary tuberculosis, human immunodeficiency virus, diphtheria, plague, hemorrhagic fevers, rabies, and such other diseases as HHS may specify.

Students who may have infected a school district employee may be forced to be tested for infectious diseases or conditions through statutory procedure.

Neb. Rev. Stat: §§ 71-507 to 71-513
Revised: August 14, 2006

Significant Exposure Report Form is attached as Form 6, Appendix K, to this handbook.

SECTION 1 Anti-Discrimination, Anti-Harassment and Anti-Retaliation

Elimination of Discrimination

The Garden county Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Garden County Public Schools does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Jess Underwood, Superintendent, 200 W. 4th, Oshkosh, NE 69154
(308)772-3242 junderwood@gceagles.org
Employees and Others: Jess Underwood, Superintendent, 200 W. 4th, Oshkosh, NE 69154
(308)772-3242 junderwood@gceagles.org

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816)268-0550 (voice), Fax (816)268-0599, (800)877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others

1. Purpose: the Garden County Public School district is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind of district employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age marital status, pregnancy, childbirth or related medical condition, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits and services.

Article 8– STATE AND FEDERAL PROGRAMS

Educational programs and activities include all academic, educational, extracurricular, athletic and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran Status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical Condition, or other protected status, may include, but is not limited to:

- a. Name calling
- b. Teasing or taunting
- c. Insults, slurs or derogatory names or remarks
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images
- h. Threats or intimidating or hostile conduct
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions
- b. Requests or pressure for sexual favors
- c. Comments about an individual's body, sexual activity or sexual attractiveness
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing or brushing against another's body
- e. Physical sexual acts of aggression, assault or violence including criminal offenses (such as rape, sexual assault or battery and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age intellectual disability or use of drugs or alcohol
- f. Requiring sexual favors or contact in exchange for aids, benefits or services, such as grades awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the district will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must

immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. Anti-retaliation: The district prohibits retaliation, intimidation, threats, coercion or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting or participating in any manner, in an investigation, proceeding or hearing. Retaliation is a form of discrimination.

The district will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees and others, that they are protected from retaliation, ensuring that they know how to report future complaints and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment or retaliation have occurred. If retaliation occurs, the District will take a prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

3. Grievance (or Complaint) Procedures: Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator if the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

a. *Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment or retaliation during the pending investigation. The alleged victim will be notified of his/her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this

grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his/her right to file a criminal complaint and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation with **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation **will not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline**. Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- i.* Providing the parties with the opportunity to present witnesses and provide evidence.
- ii.* An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii.* For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect(s) of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- iv.* A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an Investigative report, which will include:

- I. A summary of the facts,
- II. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- III. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate and effective remedies are provided if a finding of discrimination, harassment or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries and any transcripts or audio record-

ings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one(1) working day after the investigation is completed. The Family educational Rights and Privacy act (FERPA), 20 U.S.C. §11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

- b. Level 2 (Appeal to the Superintendent):** If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he/she may file an appeal in writing with the Superintendent with **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]
 - c. Level 3 (Appeal to the Board):** If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education within **five (5) working days** after receiving the Superintendent's determination. The board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision and allow the party to address the Board at a Board meeting to present his/her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal within thirty (30) days after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination and any actions taken, will be final on behalf of the District.
4. Confidentiality: The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The district will notify the complainant of the anti-retaliation provisions of applicable laws and that the district will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his/her name or other identifiable information not be disclosed to the alleged perpetrator, the district will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

5. Training: The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aids, bus drivers and school law enforcement officers, are adequately trained so they understand and know how to identify

acts of discrimination, harassment and retaliation, and how to report it to appropriate District officials or employees.

6. Designated Compliance Coordinators: Designated compliance coordinators will be responsible for:
 - a. Coordinating efforts to comply with anti-discrimination, anti-harassment and anti-retaliation laws and regulations.
 - b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including training areas listed above.
 - c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
 - d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
 - e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
 - f. Communicating regularly with the District’s law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment and anti-retaliation standards and compliance requirements.
 - g. Reviewing all evidence in harassment or violence cases brought before the District’s disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
 - h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
 - i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
 - j. Recommending changes to this policy and grievance procedure.
 - k. Performing other duties as assigned.
7. Preventative Measures: The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the district’s website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District’s website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District’s anti-discrimination, anti-harassment and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption: July 9, 20218

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix I to this handbook.

Grievance Form and Grievance Response Form are attached as Forms 1 & 2, Appendix K, of this handbook.

SECTION 2 Grievance Procedure for Persons with a Disability

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a)the name of the Complainant, (b)the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c)a brief description of the alleged violation, and (d)the relief requested by the complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The coordinator shall make a decision on the Complaint within **thirty (30) days** of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinators proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have **ten (10) days** from the date the Coordinator's decision is sent to the Complainant, to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration with the **ten (10) days** form the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within **ten (10) days** after the request for reconsideration was filed.

SECTION 3 Confidentiality of Student Records (FERPA)

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records, Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board Policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

SECTION 4 Disclosure of Student Information to Military Recruiters and Colleges

The District is required to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters, if they submit a written request to the Superintendent.

SECTION 5 Disclosure of Staff Qualifications

Parents/guardians have the right to get information about the professional qualifications of their child's classroom teachers. The District designates the following information as "directory information" and will give parents/guardians such information upon request:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
4. Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the NCLB.

SECTION 6 Student Privacy Protection

It is the policy of Garden County Public Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District) – give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys which involve "sensitive" matters – make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to "opt-out" their child from the survey. Sensitive matters include:
 - a) Political affiliations or beliefs of the student or the student's parent;
 - b) Mental or psychological problems of the student or the student's parent;
 - c) Sex behavior or attitudes;
 - d) Illegal, anti-social, self-incriminating or demeaning behavior;
 - e) Critical appraisals of other individuals with whom the student has close family relationships;
 - f) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - g) Religious practices, affiliations, or beliefs of the students or the student's parent;
 - h) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
3. Instructional materials – permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term "instructional materials" does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information – the District policy is to not gather such information for such purposes.

SECTION 7 Parental Engagement

General - Parental/Community Engagement in Schools: The District's policy is to welcome parental engagement in the education of their children. As a part of this policy, employees are expected to:

1. Provide parents timely information about their child's progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student's academic and behavioral needs;
2. Make textbooks, completed tests and other curriculum materials available for review by parents upon request;
3. Permit parents access to their child's records according to law and school policy;
4. Encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;
5. Assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
6. Permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
7. Notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
8. Encourage parents to express their concerns, share their ideas and advocate for their child's education.

Title I Parental and Family Engagement Policy: The written District Parent and Family Engagement Policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title 1 program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic

assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities and /or materials and training to help parents work with their children to improve their children’s academic achievement in a format, and when feasible, in a language the parents and family members can understand.

- Educate teachers, specialized instructional support personnel, principals and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

Legal Authorities: 20 U.S.C §§ 6318 and 7801(32)

Date of Adoption: July 9, 2018

SECTION 8 Homeless Students

The District shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education as provided to other children and youths. 'Homeless children and youths' shall mean any individuals 'who lack a fixed, regular, and adequate nighttime residence'. The Superintendent serves as the District's designated Homeless Coordinator and should be contacted for questions relating to a homeless student.

SECTION 9 Breakfast and Lunch Programs

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential.

SECTION 10 Confidentiality of Protected Health Information

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

**RECEIPT OF 2023-2024 TEACHER HANDBOOK
OF GARDEN COUNTY SCHOOLS**

This signed receipt acknowledges receipt of the 2020-2021 Teacher Handbook of Garden County

Schools. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Drug-Free Schools Statement: RECEIPT SHALL ALSO SERVE TO DEMONSTRATE THAT YOU, AS A TEACHER OF GARDEN COUNTY SCHOOLS, HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF A TEACHER CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO THE SAFE AND DRUG-FREE SCHOOLS LAW AND 34 C.F.R.PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE OR DISTRIBUTION OF ILLICIT DRUGS AND THE POSSESSION, USE, OR DISTRIBUTION OF ALCOHOL OR TOBACCO (AS DEFINED IN ARTICLE 7-SECTION2) ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY TEACHER MEMBER FAILING TO COMPLY WITH THESE STANDARDS.

Date: _____

Teacher's Signature

Return to:

Jess Underwood, Superintendent
Garden County Schools
PO Box 230
Oshkosh, NE 69154

