

400 STAFF PERSONNEL

401 CERTIFIED PERSONNEL SELECTION

401.1 Recruitment

When a vacancy exists on the teaching staff of the Pleasanton Public School, the board of education/superintendent shall advertise through whatever means necessary to recruit the best possible candidates.

401.2 Qualifications

All teachers who teach in the Pleasanton Public School shall hold a valid Nebraska certificate or permit issued by the State Board of Education, endorsed in the appropriate subject areas and/or grades taught.

The superintendent must sign the teacher's certificate before a teacher can be paid.

401.3 PROFESSIONAL GROWTH POLICY

The Pleasanton Board of Education realizes that professional growth for every staff member is both necessary and beneficial. In accordance with LB 79-830, the Pleasanton Board of Education has adopted this policy to adhere to said statute and the Teacher Tenure Requirements of the State of Nebraska. This policy will be in effect until revised by the Pleasanton Board of Education.

All certified personnel will be required to meet state statutes in regard to professional growth for continued employment. The individual could have their contract terminated for not showing evidence of professional growth as required by state law.

The Professional Growth requirements stipulate that 30 points must be acquired at the end of each 6-year period which begins after the probationary period is served. Six hours of college credit automatically meets the requirement for professional growth. The same six hours might not meet "Horizontal Advancement " requirements for salary purposes. All growth points, other than college credit, should relate closely to the staff members major assignments unless approved by the superintendent.

Points may be given in the following categories and all maximums are a 6-year total and not an annual total:

- 01) College classes/workshops for college credit
(5 points per hour of credit earned – 2 points for audited courses)
- 02) Attendance at workshops/clinics
(1/2 point for each actual hour spent with 10 point limit)

- 03) Attendance at inservice of academic nature
(1/2 point for each actual hour spent with 10 point limit)
(Must be outside school and not school mandated)
- 04) Student teacher supervisor
(5 points with 10 point maximum)
- 05) UNK 390 class supervision of student teacher
(2 points with 4 point maximum)
- 06) Teacher Mentor Program
(5 points per assignment with 10 point maximum)
- 07) National/State Convention
(2 points per convention with 10 points maximum)
- 08) Teaching night classes, university or college classes, workshops or inservices
(1 point for each hour spent teaching in the classroom with 15 point maximum)
- 09) Office holder in PEA or on professional committee
(1 assignment per year/2 points per assignment/10 point maximum)
- 10) Professional Publications
(5 points per publication with a maximum of 10 points)
- 11) Professional speaking engagements, programs, presentations, etc
(1 point for each engagement with a maximum of 10 points)
- 12) School visitations
(5 points per visit/10 point maximum)
- 13) Serving on Pleasanton School District Committees
(1 assignment per year/2 points per assignment/10 points maximum)
- 14) Serving on Department of Education External Visitation Team
(1 assignment per year/5 points per assignment/10 point maximum)
- 15) Professional awards in teacher's field
(Negotiable with Superintendent with point range of 2-10 points)
- 16) Educational travel – must be with specific itinerary. It should have direct application to the teacher's classroom assignments and should be planned as educational travel.
(5 points per travel with a maximum of 10 points)
- 17) Innovative projects/activities

(Negotiable with Superintendent with point range of 2-10 points)

Other Regulations:

Activities worthy of professional growth not mentioned above may be submitted in writing to the Superintendent of Schools for consideration of points except for sponsorships of school groups.

- A. Maximums may be waived by the Superintendent for special circumstances upon request by the teacher.
- B. Carryover points may be discussed with the Superintendent if emergency situations dictate.
- C. All recordkeeping will be the responsibility of each teacher and the approved request and completion form shall be submitted to the Superintendent prior to each activity, with the exception of college courses, which may be completed after the fact. When the activity is completed, the teacher shall present the form again to the Superintendent for final approval and filing. *Should a teacher fail to submit the proper paperwork, the activity will not count toward professional growth.*

All of the requirements in A-B-C will be presented to the Superintendent who has the option of involving a Professional Growth Committee consisting of one Elementary Teacher and one Secondary Teacher.

Revised: December 2010

Legal Reference: LB 79-830

402.1 Original Contracts

The school board has the authority to hire teachers.

An employee contract for a teacher must be in writing on a form recommended by the Department of Education. The contract must be approved by a majority of the members of the school board and signed by a designated member of the school board. Nepotism is regulated by statute. All contracts for employment of a teacher or administrator must contain provisions stating that:

- 1) The employed person will hold a valid certificate at the beginning of the school year;
- 2) The employed is not under contract to another district in this state; and
- 3) That there shall be no penalty for release from the contract.

402.2 Continuing Contracts

According to State law contracts of teachers and principals are continuing contracts.

402.3 Assignment and Transfer

It is the duty of the Superintendent and/or Principal to assign and/or transfer staff members to positions they feel are in the best interest of the district.

402.4 Salary Schedule

A salary schedule shall be developed and adopted each year.

402.5 Extra Duties

It shall be the duty of the Superintendent and/or Principal to submit names of candidates to supervise the extra duties of the school to the board of education.

The Superintendent or Principal may assign extra duties as needed to assure activities are sponsored.

402.6 Insurance

Insurance to be provided as per negotiated agreement with the teacher association, or on an individual basis for those not covered by the negotiated agreement.

402.7 Annuities

Annuities to be provided as per negotiated agreement with the teacher association, or on an individual basis for those not covered by the negotiated agreement.

402.8 Vacation Days

Vacation days will be set along with the school calendar under the direction of the superintendent and principal, and approved by the board of education.

402.9 Teacher Evaluation

The instrument used for evaluation of the staff shall be developed by the administration and school board. The instrument for teacher evaluation must be approved by the Nebraska Department of Education.

TEACHER EVALUATION POLICY

Purpose:

The primary purpose of the teacher evaluation shall be to improve the quality of instruction. In cases where teacher performance on specified criteria is unsatisfactory; evaluation information may be used for termination.

Evaluators:

Designated personnel holding a Nebraska Administrative Certificate shall participate in the evaluation process. The district shall approve administrators' requests to attend workshops, seminars, etc., that center on teacher evaluation that will enhance administrator's professional growth in this area. Administrators shall also meet to discuss evaluation techniques within the school system as an ongoing part of evaluations. The evaluation tool will be changed when necessary to meet new requirements and techniques.

Teacher Evaluation Timetable:

August: Present written evaluation procedures to all teaching personnel.

1st Semester: Teacher observations and conferences held for all probationary teachers, and others designated by policy.

January: First evaluation report of staff completed.

2nd Semester: Teacher observations and conferences held for all probationary and tenured teachers.

March/April: Evaluation report of all staff.

April: Recommend teachers for continued employment or separation.

Definition of Terms:

Probationary teachers are those who have served fewer than three, full time, successive years. Permanent teachers are those who have served more than three, full time, successive years.

Procedures:

Purpose

1. To improve the quality of instruction provided to students served by the school district.
2. To aid the continual professional growth of teachers.

3. To evaluate each teacher's performance using predetermined criteria.

The emphasis of this evaluation plan is on improving instruction by assisting the professional growth of teachers. To do this, evaluators have been trained in evaluation techniques. Components of the process include classroom observation, post-conferences, and periodic evaluation report conferences (at least once each semester for probationary teachers and at least once a year for permanent teachers).

Classroom Observation:

Each probationary teacher will be observed at least, but not limited to, once each semester. Each permanent teacher will be observed at least, but not limited to, once each year. The supervisor will perform additional observations when aid in improving instruction is needed. Teachers should feel free to request observations and a post-conference.

The observation will include a pre-observation conference when necessary, the actual observation and a post-conference.

The classroom observation shall last an entire instructional period. In cases where the class is not scheduled into specific periods, the observation shall last at least, but not limited to a minimum of 15 minutes.

When appropriate, supervisors will use clinical supervision techniques as they observe. This means they will take notes on what is said and done in the classroom. Information from the notes will be used in the post-conference with the teacher.

A post-conference/summary will be held (shared) as soon after the observation as possible. At this time, the supervisor will share with the teacher both strengths of the lesson and areas for future growth. If deficiencies are found, suggestions for improvements will be given along with the opportunity to attend conferences/workshops to correct the deficiencies. All deficiencies, when noted, will have a timeline for the teacher to implement the suggested improvements. The notes taken during the observation are used to give specific examples. A teacher may forego the conference by signing off on the classroom conference sheet and/or the evaluation sheet after the administrator has written the forms.

A "Classroom Observation Conference Summary" form is prepared by the supervisor, signed by the teacher and supervisor, and placed in the teacher's personnel file. A copy is given to the teacher. Additional teacher comments may be written and attached to this form within 7 days.

When needed, future conferences are scheduled. Drop-in visits may also occur depending on individual situations.

Teacher Evaluation Report:

The teacher evaluation report will reflect an overall picture of the teacher's performance. Classroom observation, and ongoing contracts with the teacher will form the basis for this report.

The four criteria reflected on the evaluation report are:

- 1) Instruction;
- 2) Classroom organization and management;
- 3) Professional competencies; and
- 4) Personal competencies. Evaluation criteria are an extension of the school district goals.

402.10 Physical Examination

Physical examination of the staff shall be up to the discretion of the board of education.

402.11 Communication, Complaints and Grievances

A. Grievances from employees associated with the Pleasanton Education Association shall be initiated in the following manner.

1. If the employee has a grievance, he should first discuss the matter with the principal in an effort to solve the problem.
2. If the employee is not satisfied with the disposition of the grievance, he may take it to the Association Representative Committee for discussion, solution or further disposition. At this level maximum effort should be made to solve the problem.
3. If the Association Representative Committee feels that the grievance warrants further consideration, a request for a hearing with the Superintendent will be made. The Principal has the responsibility for arranging a satisfactory time and place for all persons involved. The hearing with the Superintendent may involve, in addition to the employees, a representative from the Association Committee and the Principal, in an effort to solve the problem.
4. If the Superintendent is unable to resolve the problem, or if the employee is not satisfied with the disposition of the problem, he may request that the Superintendent refer the matter to the Board of Education and ask for a hearing with the board.
5. If the Board of Education determines that the grievance warrants their consideration, a time and place for the hearing will be set. A representative from the Association Committee and the Principal and Superintendent may be invited to participate in the meeting if the Board deems it necessary.
6. A hearing is held with the Board of Education. The administration, employee and their representatives may be present. Final disposition of the problem rests with the Board of Education.
7. Definition of a grievance: A grievance is a claim by an employee of a violation, a misapplication, or a misinterpretation of the statutes, board policies, rules or regulations, or the contract under which the employee works, specifying in writing that which is claimed to be violated and the specifics of such violation.

B. Any employee may at any time appeal to the Board of Education from a decision by the Superintendent of Schools. Employees or groups of employees desiring to address the Board of Education on any matter shall direct their communications to the Secretary,

not to individual members, except that copies of any communication may be sent to all members and the superintendent.

C. Complaints against any employee which arise from within the membership of the Board of Education or which come to the attention of the Board of Education, except through the Superintendent, shall be referred to the Superintendent for decision. In case either the employee or the complainant is not satisfied with the decision of the Superintendent, either party may take appeal to the President of the Board of Education, and final appeal may ultimately be taken to the Board of Education itself. No complaint shall be considered by the Board of Education in any other manner.

402.12 Wage and Deduction Information

Within ten working days after a written request is made by an employee, the Superintendent or designee shall furnish the employee with an itemized statement listing the wages earned and the deductions made from the employee's wages for each pay period that earnings and deductions were made. The statement may be in print or electronic format.

Legal Reference: Neb. Rev. Stat. § 48-1230

Date of Adoption: June, 2010

403.1 Retirement

The Pleasanton Public School shall have an Early Incentive Leave Policy. This plan shall be administered by the Board of Education.

403.1a PLEASANTON PUBLIC SCHOOLS VOLUNTARY EARLY RETIREMENT INCENTIVE PROGRAM

A. PURPOSE

The purpose of this program is to encourage eligible certificated employees who are considering an early retirement to accelerate their plans. The program's objectives include, but are not limited to the following:

1. Offering financial incentives which will assist long-term employees
2. Reducing costs to the school district by replacing maximum salaried employees with lesser salaried employees.
3. Provide a balance of employee experience.

B. QUALIFICATIONS

1. Certified Employee. To participate, the applicant must be a full time teacher or administrator certified by the Nebraska Department of Education.
1. An applicant must be a full time employee of the school district.
2. Minimum Years of Service. To be eligible for this program, a certificated employee must have completed fifteen (15) continuous years of credited teaching service in the Pleasanton Schools. Credited service shall be defined as employment with the Pleasanton Schools as a full time certificated employee. Board approved military service, sabbatical and/or approved leave of absence, or other leave required to be granted according to law, shall not disrupt continuous credited years of service.
3. An applicant must have his/her sixtieth (60) birthday during the year he/she plans to take voluntary early retirement. Ages shall be determined as of May 30 of the employee's last year of employment.

C. ENROLLMENT REQUIREMENTS

1. Resignation. Participants in the program may resign their teaching positions with the school district effective at the close of the school year in consideration for the benefits outlined in paragraph D below.
2. Application. An applicant must submit a signed application and agreement to the board of education on or before March 1, of the school year preceding the school year of separation. The superintendent shall review the employee's record to determine whether the employee is eligible for the program.

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

D. **BENEFITS**

1. Calculation of Benefits

- A. The benefit to be paid to an employee who has been approved for early separation shall be based on the employee's contract salary during the last contract year. Contract salary refers to salary paid from the salary schedule or administrative contract. It includes salary paid for an extended contract but excludes other salary payments such as extra duties, and fringe benefits.
 - B. The benefit to be paid under this program shall be an amount based on the certificated employee's contract salary for the last year of service multiplied by the number of years of credited service, multiplied by two (2) percent. With a cap of \$25,000. For example, an employee with a contract salary of \$30,000 and twenty-five (25) years of credited service; the benefit would be \$30,000, multiplied by 25 years, and multiplied by .02, for a total benefit of \$15,000.
2. Payment of Benefit. The benefit shall be paid to the employee in at least four (4) equal payments starting on September 15 of the calendar year of the employee's resignation, and continuing on each September 15th until full amount is paid. Provided, the employee and board of education may, by mutual agreement, schedule the payment of the benefit in more than four (4) payments, or may vary the amounts of the payments, so long as the first payment does not exceed twenty-five percent (25%) of the total benefit.
 3. Limitation of Payment. The board of education shall, in its sole and unfettered discretion, determine whether any early retirement incentive program payments will be made in a particular year, and shall determine the total amount of such payments.
 4. Source of Funds. The school district shall pay the entire cost of the plan.
 5. Administration. This plan shall be administered by the board of education through the administration of the school district.
 6. Beneficiary Designation. In order for the application to be considered complete, a beneficiary must be designated.
 7. Income Tax Consequences. Early retirement Incentive pay has been determined to be taxable income for state and federal income tax purposes, and will be treated as such. It will be reported as a taxable retirement payment. The social security percentage and any other required state or federal withholdings will be subtracted from each payment.
 8. COBRA Rights. A retiring employee will have the opportunity to continue health insurance benefits as may be permitted by the provisions of the Comprehensive Omnibus Budget Reconciliation Act.

E. ADMINISTRATION

1. Basis of Benefits. The benefits to be paid to an applicant for early retirement shall be based on the salary schedule in effect during the employee's last year of service, as set by the board of education, or as set forth in the negotiated agreement between the Pleasanton Education Association and the school district.
2. Application and Waiver. An employee whom elects to participate in the early leave opportunity, and the school district (through its board of education), shall execute the application and Agreement, Exhibit 'A' attached here to. The Application and Agreement shall inform the employee that Pleasanton Public Schools' Temporary Early Retirement Incentive Program is totally voluntary in nature, provides each employee at least 21 days to consider the ramifications of participation in the program before making decision. The application and agreement shall also include a specific Waiver and Release of Claims of the participants' rights under the Age Discrimination and Employment Act (ADEA), 29 UC sc 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, NEB. REV. STAT. Sc 48-1001et seq., the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC sc 1001 et seq., and all other state and federal constitutions, statutes and regulations that relate to the validity of the TERIP, and allows the employee to revoke the Release or Waiver at anytime within one (1) week after signing the contract, and advises the employee to consult with an attorney before signing the Application and Agreement.

An employee who submits an application for early retirement may withdraw the application within 8 days after submitting it, but not afterward without the written consent of the board of education. Each application will be reviewed on an individual basis. The board shall, in its sole discretion, determine the number of applications to be approved in any given year. If the Board receives more applications for voluntary separation than it approves, the Board shall approve the applications on the basis of the seniority of the applicants with the most senior applicant(s) receiving approval in preference to less senior applicants. Seniority shall be defined as the number of full-time equivalent years of employment in the district as an employee. A full-time equivalent year is defined as employment on a full-time basis for an entire school year. Less than full-time employment would reduce the employee's full-time basis for an entire school year. For example, an employee employed on a half-time basis would be credited with half a year of full-time equivalent employment. A break in service will not terminate an employee's seniority and length of service under this provision; however, in determining an employee's full-time equivalent employment, the employee shall not be credited with the period of time of any leave approved by the board of education except sick leave and paid leave. If a tie results because two or more employees have equal seniority, the tie shall be broken in the following manner.

- (a) The board will approve the application of the employee whose salary is higher, as determined by the employee's placement on the salary schedule index (excluding all unit pay).

- (b) If the salaries of those involved are exactly the same, the board will approve the application of the employee who signed his or her contract earlier.
- (c) If the salaries and signing dates of those involved are exactly the same, the board will approve the application of the employee whose signed application is submitted on the earliest date.

An employee's application for voluntary retirement is in itself not a resignation of a contract with the school district. However, the Board's approval of an employee's application for voluntary separation will be considered a voluntary resignation and termination of the employee's continuing contract. Should the Board not approve an employee's application, the employee's contract will continue in effect, and the employee will remain an employee of the school district unless he or she otherwise resigns or the employee's contract is terminated for just cause.

Legal Reference: 29 USC sc 621-63
NEB. REV. STAT. Sc 48-1001
29 USC sc 1001

Adopted: 5-10-99 Updated 12-10-07

VOLUNTARY EARLY RETIREMENT INCENTIVE POLICY
APPLICATION AND AGREEMENT

This agreement made this _____ day of _____, 20____, between Pleasanton Public Schools (hereinafter referred to as the “School District”) and _____ (hereinafter referred to as “Teacher”).

RECITALS

1. The School District has established an Early Retirement Incentive Program (hereinafter referred to as the “Program”) for the purpose of rewarding eligible certificated employees who are considering an early separation in their employment plans.
2. The Teacher/Administrator desires to participate voluntarily in the Program sponsored by the School District.
3. The teacher/Administrator has a full-time equivalency of ____% for the current school year; and
4. The teacher/Administrator has completed 15 years of credited service in the employment of Pleasanton Public Schools.

TERMS OF AGREEMENT

The parties to this agreement, in consideration of the mutual covenants and stipulations set forth above, hereby agree as follows:

5. **INCORPORATION OF BOARD POLICY:** This agreement is made pursuant to the policy of the Board of Education titled “Pleasanton Public Schools Early Retirement Incentive Program”. The Provisions of that policy are incorporated by this reference and made a part of this agreement.
6. **TEACHER/ADMINISTRATOR RESIGNATION:** The teacher/administrator hereby voluntarily, unconditionally, and irrevocably:
 - a. Resigns his/her teaching/administrator position with the School District effective at the end of the current school year.
 - b. Waives any and all further notice or action by the Board of Education to terminate the Teacher’s/Administrator’s continuing contract; and
 - c. Waives any and all rights the Teacher/Administrator may have under NEB. REV. STAT. 79-824 to 842, as those statutes now exist or as they may be amended. The teacher/administrator further authorizes the Board of Education to advertise for and contract with a replacement-certificated

employee for the Teacher or Administrator's position for the next school year. Approval of this agreement by the Board of Education shall constitute an acceptance of the Teacher/Administrator resignation. Provided, a Teacher/Administrator may submit a resignation, have it accepted by the Board of Education, and concurrently or subsequently file an application for participation in the Program so long as they file the application in conformity with the eligibility and time requirements of the Program.

7. EARLY RETIREMENT BENEFITS: In consideration for the Teacher's/Administrator's resignation set forth in paragraph 1 above, Teacher/Administrator shall receive the following benefits, to wit:
- a. COMPUTATION OF BENEFITS: The Teacher/Administrator shall be paid the sum of \$ _____, which was calculated by multiplying Teacher's or Administrator's salary for the last year of service (not including fringe PAYMENT benefits or extra-duty pay) by the number of years of credited service and then by 2%. (Capped at \$25,000)
 - b. PAYMENT OF BENEFITS: The benefits to be paid to the Teacher/Administrator shall be paid in four equal installments. The School District shall pay the first payment on September 15 of the calendar year in which the Teacher/Administrator resigns, and shall make the remainder of the payments on each of the following September 15's until paid in full.
 - c. ALTERNATIVE PLAN: The Teacher/Administrator and the Board of Education may vary the amounts of the payments, so long as the first payment does not exceed twenty percent (25%) of the total benefit amount. If the parties elect an alternative plan, they agree that the benefit amount shall be paid as follows:

(Leave this space blank if payments are to be made in accordance with the provisions of paragraph 7 (b))

8. LIMITATION ON PARTICIPATION: The Teacher/Administrator understands that the Board of Education, in its sole and unfettered discretion, shall determine whether any early retirement incentive program payments will be made in a particular year, and shall determine the amount of such payments. The board shall determine, in its sole discretion, the number of applications to be approved in any given year. If the Board receives more applications for voluntary

separation than it approves, the Board shall approve the applications on the basis of the criteria set out in board policy.

9. **BENEFICIARY DESIGNATION:** In the event of the Teacher's/Administrator's death, any sum of money otherwise due to the Teacher/Administrator under the terms of this agreement will be paid to the following designated beneficiary pursuant to the provisions of this agreement.

Beneficiary: _____

Address: _____

Social Security Number: _____

10. **TAX CONSEQUENCES:** Early retirement incentive pay has been determined to be taxable income for state and federal income tax purposes, will be treated as such, and will be reported as taxable retirement pay. The social security percentage and any other required state and federal withholdings will be subtracted from each payment to the participant in the program.
11. **TEACHER'S/ADMINISTRATOR'S VOLUNTARY ACT:** The Teacher or Administrator acknowledges that he/she has had forty-five (45) or more days to consider the ramifications of participation in the Program; that his/her participation in the Program is voluntary; and that he/she was not coerced in any manner to participate in the Program. The Teacher acknowledges having been advised in writing by this Agreement to consult an attorney regarding his/her execution of this Agreement.
12. **WAIVER AND RELEASE OF CLAIMS:** By entering into this Agreement, the Teacher or Administrator hereby waives the Teacher's/Administrator's right under the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. 1001 et seq., the Act Prohibiting Unjust Discrimination in Employment Because of Age, NEB.REV.STAT. 48-1001 et seq., and all other state and federal constitutions, statutes and regulations that relate to the validity of the Program, or any rights or claims arising thereunder. Such waiver and release of claim does not cover rights or claims arising after the date of the execution of this contract. This Waiver and Release is given in exchange for consideration in addition to what the Teacher or Administrator is already entitled to receive from the School District. The Teacher or Administrator acknowledges that he/she has been advised in writing to consult with an attorney before signing this Voluntary Early Retirement Incentive Program Agreement. The Teacher/Administrator further acknowledges that they have had sufficient time to decide whether or not to execute this Agreement, including the Waiver and Release of Claims arising under the ADEA and the Act Prohibiting Discrimination in Employment Because of Age.
13. **REVOCATION AND CANCELLATION OF AGREEMENT:** The Teacher or Administrator and the School District Acknowledge that the

Teacher/Administrator may cancel this Contract at any time within seven (7) days after the execution of this agreement by the them. In order to cancel the agreement the Teacher/Administrator must submit a written statement to the Superintendent of Schools indicating that he/she is exercising his/her right to cancel the agreement.

Dated: _____ Teacher: _____

Dated: _____

Board President, Pleasanton Public School

403.2 Resignation

Faculty members may be released from their contract with the school district under some circumstances, among them are:

- a. Suitable replacement can be found
- b. Endorsements of replacements
- c. Experience
- d. Other criteria which may be needed to fill positions

403.3 Dismissal

To terminate any teacher contract, a majority of the entire school board must vote in favor of the termination.

Due process provisions covered in 402-11 and by statute.79-1254.01 through 79-1254.10

403.4 Reduction In Force

Reduction in Force. A reduction in force of certified staff members may be determined to be appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operating the school district, or another change or changes in circumstances. The Board of Education shall, in its sole discretion, determine whether such a change or changes have occurred and whether a reduction of certificated staff is necessary. The superintendent shall notify those certificated employees whose contracts may be reduced. Provided, however, that the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service which such permanent employee is qualified for by reason of certification and endorsement to perform or where a certification is not applicable, by reason of college credits in the teaching area.

Definition of Reduction in Force. A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number of percentage of employment of the certificated staff overall may be increased by other hiring or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment to an employee's contract reducing the extent of the employee's employment.

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

Criteria. The selection of personnel for reduction in force shall be made with consideration given to the following criteria, which are not listed in any order of importance:

- (1) Programs to be offered;
- (2) Areas of certification and endorsement which would be of present or future value to the school district;
- (3) State and federal regulations which may mandate certain employment practices;
- (4) Special qualifications acquired by specific training and/or experience;
- (5) Contributions to district's activity programs;
- (6) Qualifications based on past performance and competence as determined by the principal, superintendent, and/or other evaluator through employee evaluation procedures;
- (7) Any other reasons which are rationally related to the instruction in or administration of the school system.

Performance Evaluation. For purposes of reduction in force, performance evaluations must have been based upon one classroom observation per year for a minimum of 15 minutes. The evaluation form shall be the document used for the periodic evaluation of teachers' teaching performance.

Endorsement. Comparison for this criterion shall be based upon the endorsement(s) as shown on each teacher's Nebraska Teaching Certificate.

Special or Advanced Training. Special or advanced training shall mean the college credits or special training in a teaching area or areas under consideration.

Contribution to the Activity Programs. Contribution to the activity programs shall mean the employee's involvement in the programs and activities sponsored by the school district.

Experience. Experience shall mean actual teaching experience on a full-time equivalency basis in the school district.

Other Special or Advanced Training and/or Teaching Endorsements. This criterion shall mean the college credit, other advanced training or endorsements on the Nebraska Teaching Certificate of a teacher in areas other than the specific position(s) under consideration.

Use of Evaluations. If employee evaluations are to be used as a criterion in a reduction in force, the comparison of evaluations shall be based on the most recent three years of evaluations. For the purposes of this policy, employees shall be observed and evaluated at least once per year for a minimum of 15 minutes on the forms used for the periodic evaluation of certified staff members (copies attached). If three years of evaluations are not available for an employee, the comparison shall be made on the basis of the evaluations available for that employee.

Uninterrupted Service. If, after consideration of the criteria set forth above, it is the opinion of the superintendent that no significant difference exists between or among certificated employees being considered for reduction in force, the employee(s) with the longest uninterrupted service to the district shall be retained. Uninterrupted length of service shall be defined as the number of continuous full-time equivalent years of employment in the district as a teacher. A full-time equivalent year is defined as employment on a full-time basis for an entire school year. Less than full-time employment would reduce the teacher's full time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year of full-time equivalent employment. A break in service will terminate a teacher's seniority and length of service under this provision.

That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

Dismissal With Honor; Right of Recall. Any certificated employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the school for any position for which he/she is qualified by endorsement or college preparation to teach. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year or years of absence from employment shall not be considered as a year or years of employment by the district. An employee under contract to another educational institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.

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

Filing of Change in Address, Offer of Recall. Any certificated employee whose employment contract is terminated as a result of reduction in force shall, during the period which he or she is eligible for recall, report his or her current address to the superintendent of schools and shall inform the superintendent of any changes of address thereafter. If a vacancy in the system occurs for which an employee has right of recall, the offer of such employment may be sent by the superintendent to the employee's last known address. If the school district does not receive written acceptance of such offer

from the employee within ten days of mailing, the employee shall be deemed to have waived his or her rights to recall and to said employment position.

Adopted 11/11/96

404.1 Personnel Illness

Personal illness is covered in the negotiated agreement with the faculty. Personal illness and injury with full pay according to the agreement is 10 days per year, accumulated to 45 days. Sick leave shall be 50 days if 45 or more days are needed to activate income protection insurance. When a teacher of the teaching staff is absent every effort will be made to employ a substitute teacher for the duration of the absence.

404.2 Immediate Family Illness

Faculty may be excused for immediate family illness with the same conditions as a personal illness.

404.3 Funerals

Faculty members are allowed leave for funerals. In most cases funeral leave is deducted from their three days of personal leave. If they have used their days, excessive days are sometimes deducted from their sick leave. (Close Relative)

404.4 Legal Business

Leave for business comes under personal leave, which is covered, in the negotiated agreement.

Teachers will be allowed three days personal leave per year.

404.5 Maternity Leave

Maternity leave is covered under our policy on extended leave.

404.5a Family and Medical Leave Act Policy

It shall be the policy of the Pleasanton Public School to grant benefits under the family and Medical Leave Act (hereinafter referred to as FMLA) to employees who are eligible to receive FMLA benefits. In addition to and in accordance with the statutory requirements of the policy, Pleasanton Schools' policy shall include, but not be limited by the following provisions:

- (1) To be eligible for FMLA leave an employee must have been employed for at least 12 months, and employed for at least 1250 hours during the previous 12 month period. This excludes part time employees.

Pleasanton School will utilize the rolling 12-month period to determine an employee's eligibility for FMLA leave. Each time an employee takes FMLA leave, the remaining

leave entitlement will be any balance of the 12 weeks which has not been used during the 12-month period immediately preceding the next requested leave. The right to take leave for birth or adoption expires 12 months from the date of the birth or placement of the child.

(2) If both spouses are employed by the Pleasanton Public Schools, the aggregate number of workweeks to which they both are entitled will be limited to 12 combined weeks if leave is taken for the birth or adoption of a child/children or to care for a sick parent.

(3) Employees are not entitled to take FMLA leave on an intermittent or reduced leave schedule in the case of leaves for births, adoptions, or foster child placement.

(4) Any case in which the necessity for leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operating of the employer, subject to the approval of the health care provider of the employee or the health care provider of the family member. Additionally, the employee shall be required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. An employee who has requested foreseeable intermittent or reduced schedule leave due to planned medical treatment may be requested to transfer temporarily to an available alternative position if the employee is qualified for the position, if the position will have equivalent pay and benefits, and if (as determined by the employer) the position will better accommodate the recurring periods of leave.

(5) An employee who is employed principally in an instructional capacity and seeks leave for planned medical treatment and would be on leave for more than 20% of the total number of working days in the period over which the leave would extend may be required to choose to either take leave for a period of a particular duration not to exceed the duration of the planned medical leave or accept a temporary transfer to an alternative position.

(6) Pleasanton Schools may require employees employed principally in an instructional capacity to continue FMLA leave to the end of the academic term and the entire period of leave taken will count as FMLA leave if:

(a) The leave begins more than 5 weeks prior to the end of the term, the leave is at least 3 weeks in length, and the employee would return to work during the last 3 weeks of the term; or

(b) The employee begins leave for a purpose other than the employee's own serious health condition, the leave begins during the last 5 weeks of the academic term, the leave is at least 2 weeks in length, and the employee would return to work during the last 2 weeks of the term; or

(c) The employee begins leave for a purpose other than the employee's own serious health condition, the leave begins during the last 3 weeks of an academic term, and the leave is at least 5 days in length.

(7) Employees will be required to substitute applicable accrued paid leave for otherwise unpaid leave covered by FMLA, such leave will be treated as leave within FMLA for purposes of counting the 12 week total. Substitution in this manner would limit the leave to be taken. Example: If an employee had 2 weeks of accrued paid sick leave and requested a 12 week leave to care for his/her newborn child, he could be limited to a total of 12 weeks of leave (2 paid, 10 unpaid) as opposed to a 14 week leave (2 paid, 12 unpaid).

In the case of leaves for births or the employee's serious health condition, the following paid leaves will be substituted: Sick leave, family sick leave, personal leave, vacation leave, and holiday leave.

In the case of leaves for adoptions or the serious health condition of the employee's son, daughter, parent, or spouse, the following paid leaves will be substituted: family sick leave, adoption leave, personal leave, vacation leave, and holiday leave.

Additional unpaid leave following the statutory 12 weeks (whether paid or unpaid) may be granted by administrative discretion.

(8) Utilization of FMLA leave will not result in the loss of any employee benefit accrued prior to the leave. Once restored, an employee is not entitled under the Act to accrual of seniority or employment benefits during the leave period, nor to any rights or benefits, which the employee would not have been entitled, had the leave not been taken.

(9) If an employee utilizes FMLA leave, Pleasanton Schools will maintain his/her group health plan under the same conditions as if the employee had continued employment during the leave. However, the employee may choose not to continue such group coverage. If the employee does choose to continue coverage and would be required to contribute toward the payment of premiums if leave was not taken, the employee will be required to remit his/her portion of the premium payment by the same date each month as if the premium were being collected through payroll deduction. If the employee fails to make a required premium payment, Pleasanton School may cancel coverage following a 30-day grace period, such cancellation to be effective at the end of the month for which premium was not remitted.

(10) Pleasanton School will continue to remit premiums for long-term disability coverage and/or other policies owned by Pleasanton Schools during the period of FMLA leave and may require repayment by the employee upon return to work.

404.6 Professional Leave

Professional leave is covered in the negotiated agreement. Teachers will be allowed unlimited professional leave as approved by the Superintendent.

404.7 Jury Duty

Faculty members shall be excused for jury duty. Staff members selected for jury duty will have the option of taking their regular salary from the school or the pay for jury duty. Whichever salary not taken shall be paid to the school district.

404.8 Military Service

To be determined by the board of education on an individual basis.

404.9 Sabbatical

To be determined by the board of education on an individual basis

404.10 Absence Without Pay

Faculty members may be allowed to be absent from school without pay at the discretion of the Board. This shall be decided by the board on an individual basis.

405.1 School Day for Teachers

Teachers will be on duty a minimum of eight hours a day unless excused by the Superintendent. Teachers will have a minimum of one-half hour for lunch.

Teachers will be on duty from 8:00 A.M. until 4:00 P.M. unless excused by the Superintendent or Principal.

Other duties or assignments may be made by the administration as needed.

It is recognized by the Board of Education that teachers have certain inherent responsibilities that fall outside the school day. The administration may assign reasonable related tasks to certified personnel, as the supervisor deems necessary.

405.2 TravelAttendance:

Coaches, sponsors, teacher aids and teachers may request that the superintendent allow them to attend clinics/workshops, meetings, etc. which require absences from school shall be allowed as professional leave. Staff members are allowed unlimited professional leave as approved by the superintendent.

Fees and Expenses

Fees and expenses shall be at the discretion of the Superintendent.

The district without prior approval of the superintendent will pay no meals or lodging expenses.

The district will pay no membership fees to organizations for individual teachers.

Transportation

Faculty members may use a school vehicle for transportation to and from clinics/workshops, etc., provided one is available. Requests for a school vehicle should be made at least three (3) days in advance.

If a school vehicle is not available, sponsors of an activity may be reimbursed mileage at a rate established by the Board of Education each year.

Should a coach/sponsor choose to use his/her own vehicle even though a school vehicle is available, no mileage reimbursement will be paid.

405.3 Professional Organizations

The School District will not pay dues for the teaching staff to any professional, coaching, or activity organization.

405.4 Access to Building

All faculty members shall have access to the school building so that they may work on class or organizational materials. Other access may be granted by superintendent or board approval.

405.5 Public Service

Schools employees are important citizens of the community and are encouraged to participate in community affairs.

405.6 Tutoring

School facilities and equipment may be used for private tutoring with superintendent or board approval.

405.7 Privacy of Protection Health Information

The Health Insurance Portability and Accountability Act of 1996 protects certain health information. Prior to obtaining or releasing employees' protected health information, employees may be requested to sign an authorization for the disclosure of health information. If protected health information is requested from a third party, the School District will ensure that protected health information is released only as allowed by federal and state law.

Authorization for Use or Disclosure of Protected Health Information

Patient Name _____ **ID Number:** _____

I hereby authorize my physician and/or administrative and clinical staff to disclose the following protected health information to an authorized representative of Pleasanton Public Schools:

(Specifically and meaningfully describe the protected health information to be disclosed, such as date of service, type of service, level of detail to be released, etc.)

This protected health information is being used for the following purposes:

(List specific purposes here. "At the request of the individual" is acceptable if the patient makes the request, and the patient does not want to state a specific purpose.)

This authorization shall be in force and effect until _____

(Specify either a date or event that related to the patient or the purpose of the use of disclosure) at which time this authorization to use or disclose this protected health information expires.

I understand that I have the right to revoke this authorization at any time by sending a written notice to my physician's office.

I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by state or federal law.

Signature of patient or patient's representative
(Form **must** be completed before signing)

Date

Printed name of patient's representative: _____

Relationship to patient: _____

406.1 Replacement (Interim) Teachers

After twenty continuous days of substitute teaching service for the replacement of a teacher, extended substitute status will be established and the level of compensation will be at a rate equal to a first year instructor.

The Board/Administration may deviate from this policy in order to obtain a suitable replacement teacher.

406.2 Substitutes

The Superintendent or Principal shall maintain a list of qualified substitute teachers who may be called on to replace regular teachers who are absent. Teachers whose names appear on the substitute list shall be duly certified by the State of Nebraska and shall have their teaching certificate on file at the district's office.

406.3 Student Teachers

The Pleasanton Public School shall make every effort to co-operate with the state colleges and universities in placing teacher candidates within the school.

The administration shall determine the teaching areas to be accepted on a year-to-year basis.

407.1 Non-Certified Personnel

Each school board is empowered to employ such non-instructional personnel as are necessary to the operation of the school.

All personnel employed by the Pleasanton School District who has qualifications established by the State of Nebraska or other licensing organizations shall meet or exceed these conditions for employment. (Example: teacher aid, custodial, school lunch, or school vehicle operation)

The Pleasanton Board of Education may determine the employment of employees, which may be in addition to these qualifications.

407.2 Recruitment and Selection

The Superintendent and Principal shall determine recruitment and selection with Board approval.

In the absence of the Superintendent and Principal the board shall do the selecting unless they choose to delegate that authority to someone else.

407.3 Qualifications

A job description for all non-certified positions will be formulated and kept current. Such job description will outline expectations and responsibilities for each position.

408

NON-CERTIFIED PERSONNEL EMPLOYMENT

408.1 Contracts

Contracts, when used, will be renewed with non-certified personnel on a yearly basis.

408.2 Assignment and Transfer

Once the Board of Education has approved the hiring of a non-certified employee, it shall be the job of the superintendent to assign his/her duties.

408.3 Salary Schedules

It is the duty of the board of education to set the salaries of non-certified staff with recommendations from the superintendent.

408.4 Insurance

Insurance for non-certified staff shall be set by the board of education on a year-to-year basis.

408.5 Vacations

Vacations shall be approved by the board of education with superintendent recommendations.

408.6 Evaluation

Evaluations of the non-certified personnel shall be done by the principal and/or superintendent. Recommendations shall then be made to the board if changes are necessary.

408.7 Physical Examinations

Physical examinations shall be at the discretion of the board of education, except for those required by state law.

409

NON-CERTIFIED PERSONNEL TERMINATION

409.1 Retirement

Non-certified personnel are to be included in the retirement system if they work fifteen or more hours a week.

409.2 Resignation

Upon resignation of a non-certified employee all salary and insurance shall be paid until the day of departure. There shall be no compensation for unused sick leave, vacation time or personal days.

409.3 Dismissal

If dismissal is necessary a non-certified employee shall be given two weeks notice unless circumstances dictate otherwise.

410

NON-CERTIFIED PERSONNEL ABSENCE

410.1 Personal Illness

All full time employees and bus drivers are granted five days for illness per year. Non-certified personnel may not accumulate sick leave.

410.2 Immediate Family Illness

Immediate family illness shall be counted the same as personal illness, and shall be deducted from the five days granted non-certified personnel.

410.3 Funerals

All full time employees and bus drivers are granted two days personal leave per year. Attendance at a funeral shall be deducted from personal leave.

Excess personal days may be deducted from sick leave at the discretion of the superintendent.

410.4 Legal Business

Shall be treated the same as personal leave. All non-certified personnel (full time and bus drivers) are granted two days per year.

410.5 Maternity Leave

All leave (including maternity) shall be treated the same. A non-certified employee that has sick leave or personal days accumulated within a year may use those days already accumulated. When the employee leaves the employ of the school all salary and fringe benefits shall cease.

410.6 Jury Duty

An eligible non-certified employee called for jury duty will have the option of keeping his/her days pay from the school or taking the days pay from the court. Which ever they do not accept will be paid to the school district.

410.7 Absence Without Pay

At the discretion of the board non-certified employees may be granted leave without pay.

411

NON-CERTIFIED PERSONNEL RELATED

411.1 Organizations

All non-certified personnel are encouraged to belong to their professional organizations. The employee shall pay dues paid to professional organizations by non-certified employees.

411.2 Relations to Professional Staff

It is important that the professional and non-professional staff maintain a good relationship. Therefore, it shall be expected of all employees that mutual respect for each others job be of concern, and that faculty and staff will cooperate.

411.3 Relations to Pupils and Public

It is important that non-certified staff maintain a good relationship with the students and the public.

Problems relating to the school or students should be brought to the attention of the administration, and not discussed with patrons of the district.

412

PART TIME NON-CERTIFIED PERSONNEL

412.1 Replacements

Replacements for non-certified personnel shall be recommended by the superintendent to the board of education for hiring.

412.2 Substitutes

The Superintendent shall select substitutes for short time employment.

413.1 - Anti-discrimination, Anti-harassment, and Anti-retaliation

A. Elimination of Discrimination.

The Pleasanton Public School District 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 Pleasanton Public School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Ricci Westland, Principal
PO Box 190, Pleasanton NE 68866
(308) 388-2041
(jwestlan@esu10.org).

Employees and Others: Ron Wymore, Superintendent
PO Box 190, Pleasanton, NE 68866
(308) 388-2041
(rwymore@esu10.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 for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

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

1. Purpose:

The Pleasanton 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 by 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 race, color, national origin, religion, disability, age, sex, or other protected category, 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.

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 race, color, national origin, religion, disability, age, sex, or other protected category, 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 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.

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

i. 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 or 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 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 or 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 complete its investigation within **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. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. 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**. Periodic status updates will be given to the parties, if necessary.

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. 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 or suspects 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.
- d. 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:

- a. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and

- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

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 (see the Remedies section, below, for additional information about remedies). The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, 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 **ten (10) working days** 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 to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

ii. 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 or she may file an appeal in writing with the Superintendent within **ten (10) 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.]

iii. 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 ten (10) 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 the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after

receiving the appeal. 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. Remedies:

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
 - i. Know the school's prohibition against discrimination, harassment, and retaliation.
 - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
 - iii. Understand how and to whom to report any incidents of discrimination.
 - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
 - v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.
- g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against

the complainant, up to and including possible expulsion or termination or cancellation of employment.

5. 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 to 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 or 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,

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

6. Training:

The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, 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. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific

examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.

- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

7. 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 the 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.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

8. Preventive 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.

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