

## Regular Board of Education Meeting

Monday, July 17, 2023 6:00 PM

City of Gering Council Chambers  
1025 P Street  
Gering, NE 69341



## Minutes

1. **GPS Board of Education Information**  
**Present:** Brian Copsey, Josh Lacy, John Maser, B.J. Peters, Greg Trautman, Tracy Wiese.
2. **Opening Procedures**
  - 2.1. Call to Order  

President, Brian Copsey, called this meeting to order at 6:00 p.m.
  - 2.2. Roll Call
  - 2.3. Pledge of Allegiance
  - 2.4. Open Meetings Act
3. **Student Fees Public Hearing**
  - 3.1. Public Hearing for the purpose of hearing support, opposition, criticism, suggestions, or observations for taxpayers relating to setting the student fee schedule.
4. **Title I Parental and Family Engagement Public Hearing**
  - 4.1. Public Hearing for the purpose of Reviewing and Re-Adopting Policy 1005.12 Parental and Family Engagement.
5. **Consent Agenda**
  - 5.1. Minutes from the previous month's board meeting(s)
  - 5.2. Approval of Claims/Bills

01 General Fund	\$715,888.50
05 Activity Fund	\$23,751.57
06 Cafeteria Fund	\$6,156.85
08 Special Fund	\$11,700.00
Fund Totals:	\$757,496.92
  - 5.3. Board Policy Adoption

5.3.i. First Reading of Board Policies

5.3.i.1. **NEW POLICY**

**508.18** ADMINISTRATION OF NALOXONE (NARCAN)

5.3.i.2. **NEW POLICY**

**508.19** BEHAVIORAL POINTS OF CONTACT

5.3.i.3. **NEW POLICY**

**801.01R1** FOSTER CARE TRANSPORTATION PLAN

5.3.i.4. **502.2** NONRESIDENT STUDENT/OPTION ENROLLMENT

5.3.i.5. **504.11** WEAPONS

5.3.i.6. **506.2** STUDENT ORGANIZATIONS

5.3.i.7. **605.7** DUAL ENROLLMENT

5.3.i.8. **611.7** GRADUATION REQUIREMENTS

5.3.ii. Second Reading of Board Policies

5.4. Personnel Items

5.4.i. Certified Staff Contract(s)

5.4.i.1. **Todd Kraus, Gering Jr. High Social Studies Teacher**

5.4.i.2. **Teresa Freeling, Licensed Mental Health Practitioner**

5.4.i.3. **Mara Veveris-Carrier, Gering High School Special Education Teacher**

5.4.ii. Certified Staff Resignation(s)

5.5. Occupational Therapy Contract, 2023-24 School Year

6. **Reports and Discussions**

6.1. Board Committee Report: Curriculum & Personnel

The Curriculum Committee did not meet in July 2023

6.2. Board Committee Report: Finance & Facilities

Josh Lacy- A/P listing looked good, even after the purchase of another flight simulator. Travis Gable (GHS construction teacher) was in attendance, and he gave an update on the GHS Construction home. It is 99% completed, and just waiting for flooring and some plumbing. The district has asked Travis and his class to potentially build the new preschool building at our Northfield location next school year. Discussion of the interlocal agreement between GPS and Kimball Public Schools in regards to the DL Spanish teacher was presented at this meeting as well. Dana Cole is interested in doing the 2023-24 school year audit,

so the board needs to act on this soon to ensure we have the audit done in a timely fashion. Taher's rates increased 7% and First Students' rates increased 5%. School meals also took a \$.10 increase for the upcoming school year.

6.2.i. Monthly Finance Summary Report

6.3. Superintendent's Report

Dr. Nicole Regan- Gering Public Schools had a great showcase on Oregon Trail Days week. Jennifer Sibal, with the foundation, hosted 11 tours at GHS! Our facility, TLC is still underway with new carpets, cafeteria renovations, and many other upgrades. The district office, maintenance team, and school custodians have worked diligently to get us ready for the school year. Speaking of ready, we are embarking on our future ready opportunities. Next week, we are beginning the next steps of our strategic action plan, in hopes for a 5 year plan to go deep to measure our success and to strengthen our potential at GPS. Our board is committed through this summer, leading us to our next level of accomplishments, dreams, and success. On July 18, we hosted our first ever Standard Response Protocol safety training for our substitute teachers. Chuck Elly was the presenter at this event. When we talk about "work culture", there are a lot of behind-the-scenes actions going on in the district. I'd like to personally thank our board members and my district administrators for their intentional work during summer break to get us ready for a strong start to the school year. Every small task is the culture of a high performing district.

7. **Patron Comments**

8. **Action Items**

8.1. Discuss, consider, and take action regarding the approval of the 2023-24 school year Student Fee Policy **504.19R1**.

8.2. Discuss, consider, and take action regarding the approval of the Parental Family Involvement Policy **1005.03**.

8.3. Discuss, consider, and take action regarding setting breakfast and lunch prices for the 2023-24 school year.

8.4. Discuss, consider, and take action regarding the approval of the Interlocal Agreement between Gering Public Schools and Kimball Public Schools participating in the DL Spanish course offerings for the 2023-24 school year.

8.5. Discuss, consider, and take action in regards to amending the Home School Bill 705 (Standing Determination for Participation of Part-time Students) for the 2023-24 school year.

8.6. Discuss, consider, and take action in regards to the **Amendment To School Bus Transportation Services Agreement Between Panhandle Interlocal Transportation Association and First Student Inc.**

8.7. Discuss, consider, and take action regarding the approval of the 2023-24 school year Certified & Classified Staff Handbooks.

9. **Board Comments**

John Maser- A lot going on to get the schools ready, and the summer is flying by. Thank you Jenn Sibal for taking care of all the reunion tours.

Josh Lacy- Thank you everyone for all your efforts, as it truly takes a "team" to accomplish all of our goals.

Tracy Wiese- Thanked the team for all the continuous hard work.

Greg Trautman- Very exciting to see all the facility updates. Compliments to the business team for keeping a well-run budget. GPS has wonderful community support, and I am proud to be a part of it!

BJ Peters- Thanked board members John and Greg for attending meetings in his absence while on vacation. Reminder: summer is time to take a deep breath and recharge!

Brian Copsey- I have invested time in the legislature, as we need to be in the "know". Deb Fisher is planning a visit to Gering, and will be given a tour of the High School. The energy the district showed over the OT Days celebration weekend was so exciting to see, and shows we are gearing up for another school year!

#### 9.1. Tentative Upcoming Board Meeting/Event Dates

### 10. **Adjourn**

## Regular Board of Education Meeting

Monday, June 19, 2023 6:00 PM

City of Gering Council Chambers  
1025 P Street  
Gering, NE 69341



## Minutes

### 1. GPS Board of Education Information

**Absent:** B.J. Peters, **Present:** Brian Copsey, Josh Lacy, John Maser, Greg Trautman, Tracy Wiese.

### 2. Opening Procedures

#### 2.1. Call to Order

President, Brian Copsey, called this meeting to order at 6:00 p.m.

#### 2.2. Roll Call

#### 2.3. Pledge of Allegiance

#### 2.4. Open Meetings Act

### 3. Consent Agenda

A motion to approve the Consent Agenda was presented by John Maser, seconded by Greg Trautman. After voting, motion Passed.

B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

#### 3.1. Minutes from the previous month's board meeting(s)

#### 3.2. Board Policy Adoption

##### 3.2.i. First Reading of Board Policies

##### 3.2.ii. Second Reading of Board Policies

##### 3.2.ii.1. **402.1 EQUAL OPPORTUNITY EMPLOYMENT**

##### 3.2.ii.2. **402.9 RECOGNITION FOR SERVICE OF EMPLOYEES AND OTHERS**

##### 3.2.ii.3. **402.15 STAFF CONDUCT WITH STUDENTS**

##### 3.2.ii.4. **403.2 CHILD ABUSE REPORTING**

##### 3.2.ii.5. **403.3 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES**

##### 3.2.ii.6. **403.8 EMPLOYEE FUNDRAISING**

##### 3.2.ii.7. **404.2 EMPLOYEE INJURY ON THE JOB**

##### 3.2.ii.8. **404.4 COMMUNICABLE DISEASES-EMPLOYEES**

##### 3.2.ii.9. **404.6 HARASSMENT BY EMPLOYEES**

- 3.2.ii.10. **404.11 FACILITIES FOR MILK EXTRACTION**
- 3.2.ii.11. **404.12 TITLE IX SEXUAL HARASSMENT**
- 3.2.ii.12. **404.12-R1 TITLE IX SEXUAL HARASSMENT PROCEDURES**
- 3.2.ii.13. **404.12E1 TITLE IX SEXUAL HARASSMENT REPORTING FORM**
- 3.2.ii.14. **404.13 SCHOOL CLOSURE UNDER EXTRAORDINARY CIRCUMSTANCES**
- 3.2.ii.15. **405.00 EMPLOYEE CONDUCT AND APPEARANCE**
- 3.2.ii.16. **407.7 CERTIFICATED EMPLOYEE NEGOTIATIONS**
- 3.2.ii.17. **408.2 CERTIFICATED EMPLOYEE CONTRACT RELEASE**
- 3.2.ii.18. **409.1 CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT**
- 3.2.ii.19. **414.4 CLASSIFIED STAFF DISMISSAL**

### 3.3. Personnel Items

#### 3.3.i. Certified Staff Contract(s)

3.3.i.1. **Virginia Deam-Nein, Gering Jr. High PE Teacher**

3.3.i.2. **Louis Bila, Lincoln Elementary SPED Teacher**

#### 3.3.ii. Certified Staff Resignation(s)

3.3.iii. Approval of Early Graduation Request from **Brooke McCoy**.

## 4. Reports and Discussions

4.1. Board Committee Report: Curriculum & Personnel

4.2. Board Committee Report: Finance & Facilities

4.2.i. Monthly Finance Summary Report

4.3. Superintendent's Report

Dr. Nicole Regan reported the following:

A lot is underway updating all of our facilities. New HVAC at the Jr. High, new bleachers at the football fields, and much needed renovations at Northfield and Geil.

GPS has reached another amazing goal with our high school students. This year, our dual credit scholars have completed 1,393.5 dual credit hours, and 410 courses completed at a 95.3% passing rate!

When we talk about high-performing organizations, growth opportunities this summer is paramount. Professional learning with our Board, school leaders, and district leaders is preparing us for the 2023-24 goals and action plans. Our teachers are participating in professional development for ACT prep, BIST training, and many more opportunities throughout the summer break.

Our goal is to stay connected in the community with our summer camps and extended learning opportunities at all schools.

## 5. Patron Comments

## 6. Action Items

- 6.1. Discuss, consider, and take action regarding the approval for Peltz Companies INC. to replace the Jr. High Gym and Shop HVAC system for the amount of \$591,000.00.  
A motion to approve Peltz Companies Inc. to replace the Jr. High HVAC was presented by Tracy Wiese, seconded by John Maser. After voting, motion Passed.  
B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**
- 6.2. Discuss, consider, and take action regarding the approval for Family Construction LLC to install new bleacher seats at the football stadium for the amount of \$68,200.00. (see attached)  
A motion to approve Family Construction LLC to install new bleacher seats at the football stadium was presented by Josh Lacy, seconded by Greg Trautman. After voting, motion Passed.  
B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**
- 6.3. Discuss, consider, and take action regarding the approval of the 2023-24 school year Substitute Handbook. (see attached document)  
A motion to approve the 2023-24 Substitute Handbook was presented by Josh Lacy, seconded by Tracy Wiese. After voting, motion Passed.  
B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**
- 6.4. Discuss, consider, and take action regarding the approval of the 2023-24 Board of Education Meeting Schedule. (see attached document)  
A motion to approve the 2023-24 BOE Meeting Schedule was presented by Josh Lacy, seconded by John Maser. After voting, motion Passed.  
B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**
- 6.5. Discuss, consider, and take action in regards to the approval of the Substitute and Substitute Teacher Paraprofessional pay increase. (See attached document)  
A motion to approve the Substitute and Substitute Teacher Para pay increase was presented by Josh Lacy, seconded by Tracy Wiese. After voting, motion Passed.  
B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**
- 6.6. Discuss, consider, and take action regarding the approval of the Interlocal Agreement between Gering Public Schools and the City of Gering for the use of the City Council Chambers. (see attached document)  
A motion to approve the Interlocal Agreement between GPS and the City of Gering was presented by Josh Lacy, seconded by Greg Trautman. After voting, motion Passed.  
B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**
- 6.7. Discuss, consider, and take action regarding the renewal agreement Sixpence CCP Yearly Agreement Report. (see attached document)  
A motion to approve the Sixpence CCP Yearly Agreement Report was presented by Josh Lacy, seconded by Tracy Wiese. After voting, motion Passed.  
B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**
- 6.8. Discuss, consider, and take action regarding the approval of a 2.5% pay increase for all classified staff for the 2023-24 school year.  
A motion to approve the 2.5% pay increase for all classified staff was presented by Josh Lacy, seconded by Tracy Wiese. After voting, motion Passed.

B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

6.8.i. Discuss, consider, and take action regarding the approval of the Gering Public Schools contract addendum for the 2023-24 Certified Negotiated Agreement, which will include the addition of a new High School Girls Wrestling Coach and a new Middle School Girls Assistant Wrestling Coach position to the Extra Duty Schedule. (see attached)

A motion to approve the GPS contract addendum for the 2023-24 Certified Negotiated Agreement for Girls wrestling coaches was presented by Josh Lacy, seconded by John Maser. After voting, motion Passed.

B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

6.9. Discuss, consider, and take action regarding policy 504.2 **"Bullying Prevention"**

A motion to approve policy 504.2 was presented by Josh Lacy, seconded by Greg Trautman. After voting, motion Passed.

B.J. Peters: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

## **7. Board Comments**

Greg Trautman- Truly amazed at how the district runs things so smoothly. Compliments to all the board members for always being willing to help!

John Maser- Loves that Gering's BOE works so well together.

Josh Lacy- Thanked the board for the continuous hard work!

Tracy Wiese-Enjoyed attending the board retreat with Dr. Steve Joel.

Brian Copsey- Made mention that he has served on many committees and appreciates the comradery this board has with one another. Dr. Regan has built a strong team of leaders. The board will continue to guide the district and to make the best decisions for students.

7.1. Tentative Upcoming Board Meeting/Event Dates

## **8. Adjourn**

This meeting was adjourned at 6:35 p.m.

**POLICY 205.2**  
**GERING PUBLIC SCHOOLS**  
**GERING, NE**

**POLICY ADOPTION**

The board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two regular board meetings. The proposed policy changes shall be distributed and public comment will be allowed at each meeting prior to final board action. This notice procedure shall be required except for emergency situations. If the board adopts a policy in an emergency situation, a statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The board shall have complete discretion to determine what constitutes an emergency situation.

The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the board at the next regular meeting after the meeting allowing public discussion. The policy will be effective on the later of the date of passage or the date stated in the motion.

In the case of an emergency, a new or changed policy may be adopted by a majority vote of a quorum of the board. The emergency policy shall expire at the close of the third regular meeting following the emergency action, unless the policy adoption procedure stated above is followed and the policy is reaffirmed.

Legal Reference:               Neb. Statute 79-520 (Class III)  
  79-521 (Class IV)  
  79-522 (Class V)  
  79-523 (Class VI)  
  79-526  
  84-712 et seq.  
  NDE Rule 10.004.01A1

Cross Reference:               201.1 Board Powers and Responsibilities

## ADMINISTRATION OF NALOXONE (NARCAN)

In order to protect the health and safety of its students, staff and visitors, the district may provide, store, and administer doses of an opioid antagonist, specifically Naloxone, commonly known as Narcan, for emergency use to assist a student, staff member or other individual believed or suspected to be experiencing an opioid overdose at the school facilities.

Naloxone is a medication that can reverse an overdose caused by an opioid drug. Naloxone has no potential for abuse and is a non-narcotic and non-addicting prescription medication. Symptoms of an opioid drug overdose typically include:

- Slow and shallow, or stopped, breathing.
- Unresponsiveness or unconsciousness.
- Cold or clammy skin.
- Blue lips or fingertips.
- Snoring or gurgling sounds.

### **Procurement of Naloxone**

The superintendent, principal, certified school nurse, or designee will be responsible for the procurement of naloxone. A health care provider shall prepare standing orders for administration of the Naloxone.

### **Storage**

Naloxone will be clearly marked and stored in an unlocked storage cabinet in the nurse's office (or other designated area such as with AED). The school nurse will ensure that all other trained staff are aware of the naloxone storage location. Naloxone will be stored in accordance with the manufacturer's instructions to avoid extreme cold, heat and direct sunlight.

### **Use of Naloxone**

Follow the protocol from the health care provider for the administration of naloxone for suspected opioid overdose. A person, if acting with reasonable care, who is in a position to assist a person who is apparently experiencing or who is likely to experience an opioid-related overdose may administer Naloxone without being subject to administrative action or criminal prosecution (Neb. statute 28-470).

### **Follow Up**

After administration of naloxone, the person administering naloxone will report the incident to the building principal that same day. The district will establish procedures for notifying parents/guardians of any minors receiving Naloxone.

Legal Reference:                      Neb. Statute 28-470

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

*New Policy*

### BEHAVIORAL POINTS OF CONTACT

The Superintendent shall designate one or more school employees as a behavioral awareness point of contact for each school building. The point of contact may be an administrator, nurse, counselor, or other appropriate staff member. Each behavioral awareness point of contact shall be trained in behavioral awareness and have knowledge of community service providers and other resources that are available for the students and families in such school district.

The district shall maintain or have access to a registry of local mental health and counseling resources for the students and families. Each behavioral awareness point of contact shall coordinate access to support services for students whenever possible. If information for an external support service is provided to an individual minor student, school personnel shall notify a parent or guardian of the contact in writing unless such recommendation involves law enforcement or child protective services.

The Superintendent shall ensure that district employees who interact with students receive at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training each year.

The district shall annually report behavioral awareness points of contact to the Nebraska Department of Education when requested.

The points of contact will be listed in the student handbook and on the district website.

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

*New Policy*

### FOSTER CARE TRANSPORTATION PLAN

Upon notification of any foster care student locating to the district whose school of origin is in a different district, administrators will work with the local area social services agency to determine appropriate procedures for transportation provisions, arrangements, and funding for the duration of that student's time in local foster care.

These procedures shall ensure that the student in foster care who needs transportation to the originating district promptly receives it in a cost-effective manner and if there are additional costs incurred in providing transportation to the school of origin, the school district will provide transportation if:

1. The local agency agrees to reimburse the school district;
2. The school district agrees to pay the costs; or
3. The school district and the local agency agree to share the costs.

The district's Foster Care Point of Contact is as follows:

Name and/or Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

The district will post the Foster Care Point of Contact information on its website and provide that information to the local area social services agency when notified of students in district foster care custody.

*New Policy*

**POLICY 502.2  
GERING PUBLIC SCHOOLS  
GERING, NE**

**NONRESIDENT STUDENTS/OPTION ENROLLMENT**

Students who are eligible to attend a Nebraska public school but who are not legal residents of the school district may be admitted into the school district in accordance with the option enrollment program authorized by state statutes. Option enrollment students shall be accepted without charge. If the student has previously had an option enrollment accepted in any district, the application shall be rejected unless a statutory exception to this rule applies for that student.

Application for option enrollment option shall be made between September 1 and March 15 for enrollment during the following and subsequent school years. Upon agreement of the school boards of the resident district and the option (receiving) district, deadlines for application and approval of the option may be waived. Following the March 15 deadline, applications requesting admittance must contain a release approval from the resident district prior to the option district's consideration for acceptance.

The application for option enrollment does not require a release from the resident district and the receiving district has forty-five days to issue acceptance or rejection if:

1. After February 1 the student relocated to a different resident district, or
2. The student's option district merged with another district effective after February 1<sup>st</sup> and
3. The student's attendance would occur during the next immediate and subsequent school years.

For applications submitted by the March 15 deadline, written notification of approval or rejection of the application will be made before April 1 to the student's parent/guardian and the resident district. If the district rejects an application for a student to option in or out, the district will provide notification by certified mail to the parent/guardian of the reasons for rejection and the process for appealing the decision to the State Board of Education.

The Board shall adopt standards and conditions for acceptance or rejection of a request for release of a resident student submitting an option application after March 15. Such standards shall not include the failure to meet applications submitted after the March 15 deadline. For those applications, the option district shall notify the parent/guardian, and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject a previously accepted application prior to the student's attendance.

The board shall adopt a resolution setting forth its specific standards for acceptance and rejection of applications as an option school. Standards will conform to those set forth by state statute. These may include the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the district. The standards shall not include previous academic achievement, athletic or other extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings except as allowed by law.

An option district shall give first priority for enrollment to siblings of option students within the requirements of state statutes. The board shall follow statutes regarding the application of a student who relocates in a different district but wants to continue attending his or her original resident district or current option district.

Nonresident students not going through option enrollment may also be admitted under a contract with the student's resident district at the discretion of the superintendent upon application and payment of tuition as stated in the contract. The tuition rate shall be the current per pupil cost of the school district as computed by the superintendent.

The school board may admit a student who is a resident of another state but resides with a parent or guardian that is a Gering Public Schools employee. The school district will collect tuition for the student at a rate determined annually by the school board or the superintendent. Criteria for admittance of out-of-state students who reside with a Gering Public Schools employee follow the same standards and conditions of the option enrollment program.

Students whose residency in the district ceases during a school year may continue attending school for the remainder of the school year without payment of tuition.

The district may choose to provide transportation to the option student in the same manner as for resident students and may choose whether or not to charge the parents of those option students a fee to recover the district's costs for the transportation. All option students who qualify for free lunches are eligible for either free transportation or the reimbursement of transportation costs from the school district as provided by state statute. Students receiving special education services shall receive transportation services as provided in the student's Individualized Education Plan.

Legal Reference:           Neb. Statute 79-215  
                                  Neb. Statute 79-232 to 246  
                                  NDE Rule 19.008

Cross Reference:         503    Student Attendance  
                                  801    Transportation

**Approved 05/17/2010 Reviewed 08/22/2016, 03/06/2017 Revised 09/19/2016**



McClain v. Lafayette County Bd. of Education, 673 F.2d  
106 (5th Cir. 1982).

Cross Reference:

505 Student Discipline  
508 Student Health and WellBeing

**POLICY 506.2  
GERING PUBLIC SCHOOLS  
GERING, NE**

**STUDENT ORGANIZATIONS**

Secondary school student-initiated, non-curriculum-related groups and student curriculum-related groups, upon receiving permission from the principal, may use school facilities for group meetings during non-instructional time.

Non-instructional time shall mean any time before the first period of the day and after the last period of the day in which any student attends class. Meetings shall not interfere with the orderly conduct of the education program or other school district operations. It shall be within the discretion of the principal to determine whether the meetings will interfere with the orderly conduct of the education program or other school district operations. Activities relating to and part of the education program shall have priority over the activities of another organization.

Curriculum Related Organizations

It shall also be the responsibility of the principal to determine whether a student group is curriculum-related. One or more of the following questions will be answered affirmatively if the group is curriculum related:

- Is the subject matter of the group actually taught in a regularly offered course?
- Will the subject matter of the group soon be taught in a regularly offered course?
- Does the subject matter of the group concern the body of courses as a whole?
- Is participation in the group required for a particular course?
- Does participation in the group result in academic credit?

Secondary school curriculum related student organizations may use the school district facilities for meetings and other purposes before and after the instructional school day. Employees shall be assigned to monitor approved meetings and may interact with curriculum related organizations.

Non-curriculum Related Organizations

Student-initiated, non-curriculum related organizations shall be provided access to meeting space and school district facilities.

Only students may attend and participate in meetings of non-curriculum related groups. Such attendance shall be strictly voluntary and student-initiated. As a means of



**POLICY 605.7  
GERING PUBLIC SCHOOLS  
GERING, NE**

**DUAL ENROLLMENT**

The parent, guardian, or custodian of a student receiving instruction at a private, denominational or parochial school, or a school choosing not to meet accreditation or approval requirements may also enroll the student in the school district. The student shall be considered under dual enrollment. The parent, guardian, or custodian requesting dual enrollment for the student should notify the superintendent on a form provided by the school district. On the form, they shall indicate the academic courses and extracurricular activities in which the student is interested in participating.

A dual enrollment student is eligible to participate in the school district's academic and extracurricular activities in the same manner as other students enrolled in the school district to the extent allowed within NSAA regulations. The policies and administrative rules of the school district shall apply to the dual enrollment students in the same manner as the other students enrolled in the school district. These policies and administrative rules shall include, but not be limited to, athletic eligibility requirements, rules governing student conduct, academic eligibility requirements, and payment of the fees required for participation.

It shall be the responsibility of the superintendent to develop administrative regulations regarding deadlines, specific courses or activities approved, restrictions of classroom space, maximum or minimum course number limitations and other procedures for this policy.

Cross Reference:	502	Student Admissions
	504	Student Rights and Responsibilities
	505	Student Discipline
	506	Student Activities
	508	Student Health and Well-Being
	611	Academic Achievement

Approved 10/18/10    Reviewed 11/26/18





## Occupational Therapy Contract 2023-2024

Gering Public Schools  
1519 10<sup>th</sup> St.  
Gering, NE 69341  
Phone: 308-436-3125

Jamie Selzer, OT  
2421 4th Ave  
Scottsbluff, NE 69361  
Phone: 402-525-9638

### AGREEMENT FOR OCCUPATIONAL THERAPY SERVICES

This agreement is made and entered into this 1st day of June 2023 by and between Jamie Selzer of Scottsbluff, NE, and the Gering Public Schools, Gering, NE, hereinafter called "GPS".

#### Preliminary Statements

Jamie is a registered occupational therapist for the purpose of providing professional occupational therapy services. GPS has a need for the services of a licensed occupational therapist, to provide supervisory services in Gering, NE.

GPS wants to contract for such services from Jamie Selzer and Jamie has determined that it is feasible for her to provide occupational therapy services to GPS. Jamie Selzer and GPS have negotiated the terms and conditions for such arrangements and believe it to be in their best interests to reduce their agreement to writing.

NOW, THEREFORE, for and in consideration of the agreements and payments contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jamie Selzer and GPS agree:

A: Jamie's Commitments; Jamie shall:

1. Provide supervisory occupational therapy services to GPS. Jamie agrees that such services will be performed at the school district. Jamie agrees that the occupational therapy services provided by Jamie, a licensed occupational therapist, will perform according to the generally accepted methods and procedures used by a competent licensed occupational therapist as necessary for the educational benefit. Tests and measurements, if needed, will be in compliance with standards established by GPS, the Department of Education, the State of Nebraska Department of Health and Human Services and State of Nebraska Medicaid rules and regulations.
2. Jamie will keep and maintain at all times adequate professional liability insurance when providing therapy services to GPS under the terms of this agreement and agrees to save GPS by reason of any claim arising from negligent performance of services under this agreement.
3. Jamie shall be responsible to pay liability insurance, staff development training cost, travel expenses, and travel time. If the therapist is on leave, Jamie will make arrangements for continued uninterrupted coverage.
4. Jamie agrees to have occupational therapy personnel available to fulfill occupational therapy work expectations as outlined below.

OCCUPATIONAL THERAPY/REHAB SERVICES  
AGREEMENT PAGE 2

Proposed expectations:

- Occupational therapist will be designated for GPS therapy as required in Gering.
- Provide documentation of current occupational therapist license, occupational therapist expectations and responsibilities;
- Complete screenings and evaluations if GPS OTA is unable to complete.
- Complete assessment reports if GPS OTA is unable to complete.
- Development of goals and objectives if GPS OTA is unable to complete.
- Attend IEP/IFSP meetings, annual reviews and IFSP 6 month reviews if GPS OTA is unable to complete.
- Provide appropriate therapy at an environment designated on IEP/IFSP if GPS OTA is unable to complete.
- Provide parent training for understanding of therapy and activities to be used at home in daily routine if GPS OTA is unable to complete.
- Staff with the IEP/IFSP team (at least once a month) if GPS OTA is unable to complete.
- Complete GPS paperwork if GPS OTA is unable to complete:
  - Complete IEP/IFSP documents
  - Complete records of therapy or cancellations
  - Complete attendance sheet for each area to GPS Central Office by 10<sup>th</sup> of each month.
- Attend training pertinent to job including early childhood information, Ne DD rules, regulations and paperwork if GPS OTA is unable to complete.
- Attend GPS staff orientations.
- Develop an understanding of GPS's programs and philosophy.

B: GPS Commitments; GPS shall;

1. Compensate Jamie for occupational therapy services rendered as outlined below:
  - GPS agrees to pay eighty-one dollars (\$81.00) per hour for occupational therapy. This time includes child care, documentation and meeting time.
  - GPS agrees to pay the approved state rate for mileage incurred from Jamie to site of delivery of services.

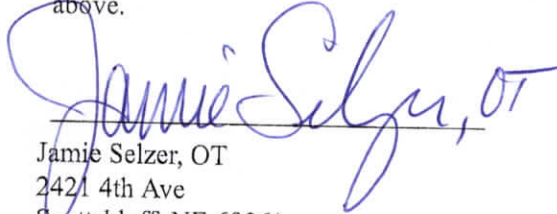
C: Mutual Agreements:

1. Relationship; Jamie and GPS agree that their relationship is that of independent contractors and not of employer and employee, or principal and agent.
2. The frequency and duration of the occupational therapy patients shall be determined by their IEP or IFSP.
3. The terms of this agreement shall be effective through July 31, 2024. Either party may terminate this agreement by written notice delivered to the other no less than thirty (30) days prior to the date upon which such termination is to become effective.

OCCUPATIONAL THERAPY/REHAB SERVICES  
AGREEMENT PAGE 3

4. This agreement shall be governed and construed under the laws of the State of Nebraska. In the event of default by either party, the non-defaulting party shall not have any right of specific performance, but may proceed with any and all other remedies available at law or in equity for damages arising from such default.

THIS AGREEMENT shall be binding upon the parties, their successors and assigns.  
IN WITNESS WHEREOF, the parties have signed this agreement on this day and year first written above.



Jamie Selzer, OT  
2421 4th Ave  
Scottsbluff, NE 69361  
Phone: 402-525-9638



Dr. Nicole Regan  
Superintendent, Gering Public Schools  
1519 10<sup>th</sup> Street  
Gering, NE 69341  
Phone 308-436-3125  
FAX: 308-436-4301

**POLICY 204.12**  
**GERING PUBLIC SCHOOLS**  
**GERING, NE**

**PUBLIC PARTICIPATION IN BOARD MEETINGS**

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for citizen participation, either at a specific time during the meeting or during the discussion of agenda items. The board has the discretion to limit the amount of time set aside for public participation.

Instructions for members of the public who wish to speak:

- Getting started: When you have been recognized, please stand and state your name.
- Time Limit: Tonight the board will allow a total of 30 minutes for the presentation of ALL public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker. You may only speak ONCE.
- Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies may require you to follow the district's complaint procedure before addressing the board. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. Please remember that slanderous comments will not be tolerated.
- General Rules: This is a public meeting for the conduct of business. Comments from within the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- No action by the Board: The board will not act on any matter which is not on the agenda and will not take action upon the conclusion of public comment.

If the pressure of business or other circumstances dictate, the board president may decide to eliminate this practice at a particular meeting. The board president will recognize these individuals to make their comments at the appropriate time. The orderly process of the board meeting shall not be interfered with or disrupted. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

Citizens wishing to address the board on a certain agenda item must notify the superintendent prior to the board meeting. Citizens wishing to present petitions to the board may do so at this time. However, the board will only receive the petitions and not act upon them or their contents.

Subjects for comment should involve areas within the board's proper responsibility. Discussion on unrelated matters is to be discouraged.

Individuals who have a complaint about employees may bring their complaint to the board only after they have followed board policy addressing citizens' complaints. Students who have a complaint may only bring their complaint to the board after they have followed board policy addressing students' complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting.

This material will be transmitted to the members of the board for their consideration.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.7 School Board Liability  
204.3 Public Hearings  
204.10 Agenda  
403.5 Public Complaints about Employees

Approved 01/20/2003

Reviewed 02/23/2015, 10/14/2021 6/9/22

Revised 09/14/2009, 7/20/22

## **ACTIVITY FEE for all NSAA & School Eligibility Monitored Activities**

**Purpose:** With costs for extracurricular activities rising (officials/judges, concessions, equipment, uniforms, etc.) and in an effort to reduce barriers to student attendance at events and activities (gate fees), we would like to propose the implementation of a standard Student Activity Fee for all 7-12 students participating in NSAA and school eligibility monitored activities (see full directory below).

**Current Reality:** *Gering Activities charge a \$4 admission fee for students at regular events (unless students purchase an activity pass) . Many districts our size use this fee to supplement activities budget.*

### **What Does This Mean:**

- Students, 7-12, participating in these NSAA & School eligibility activities will be required to pay a one-time annual (school year) fee of \$35.
- By completing this payment of the student activity fee, students will receive a full-year student activities pass and be permitted entry into Gering Public School events (excluding some tournaments).
- This student activity fee will be waived for students qualifying for free and reduced meals. These free/reduced qualifying students will also receive a fee waiver for the student activity pass.
- The student activity pass will cover gate fees for both middle and high school level events.

### **How Will It Be Implemented (Process):**

- The Student Activity Fee will be announced to families prior to school beginning (public hearing and board approval required 7/17/2023)
- We will waive this fee for any 7-12 student currently on free or reduced meal rate and any student who newly qualifies through their free and reduced meal rate application for 23-24 school year.
- Activities pass will be denoted on the student ID badge and printed at Gering High School and Gering Middle School.
- Purchasing Passes can be done online ([geringschools.net](http://geringschools.net)) or with check or cash at Gering Middle School or Gering High School. Pass promotion language will include:
  - Family Pass: \$150.00 (Immediate household members - please note Student Activity fees DO NOT apply).
  - Student (7th-12th) \$35.00
  - Primary (K-6) \$20.00
  - Adult Pass \$75.00

When considering value, please note that 7-12 students participating in activities must pay the Student Activity Fee (unless fee waiver applies)

**POLICY 504.19R1  
GERING PUBLIC SCHOOLS  
GERING, NE**

**STUDENT FEES  
2023-24**

**Gering High School**

	<b>Fund</b>	<b>Waiver Eligible</b>	<b>Maximum Cost</b>
<b>Band</b>			
Uniform Cleaning	Activity	Yes	\$ 15.00
T Shirts	Activity	Yes	\$ 20.00
Marching Shoes	Activity	Yes	\$ 35.00
Black Slacks	Activity	Yes	\$ 25.00
Honor Band/Choir	Activity	No	\$ 40.00
Musical Groups	Activity	Yes	\$ 175.00
All School Musical	Fee	No	\$ 100.00
Class Projects	Activity	No	\$ 150.00
College Classes	Fee	No	\$ 800.00
Physiology Cholesterol Check	Direct Pay	No	\$ 25.00
Cap & Gown	Activity	No	\$ 30.00
Cheerleaders	Activity	No	\$ 750.00
Club Apparel	Activity	No	\$ 40.00
Club Dues	Fee	No	\$ 25.00
Field Trips (required)	Activity	Yes	\$ 20.00
Field Trips (not required)	Activity	No	\$ 65.00
Class Dues	Activity	No	\$ 10.00
<del>Activity Tickets</del>	<del>Activity</del>	<del>No</del>	<del>\$ 20.00</del>
Test prep course fees	Activity	No	\$ 20.00
Technology Usage Fee	Fee	Yes	\$ 20.00
Banquet/Dinners	Activity	No	\$ 20.00

**Gering Junior High School**

	<b>Fund</b>	<b>Waiver Eligible</b>	<b>Maximum Cost</b>
Band T-Shirt	Activity	Yes	\$ 15.00
Band Black Slacks	Activity	Yes	\$ 25.00
Honor Band Audition	Activity	No	\$ 40.00
Class Projects	Activity	No	\$ 100.00
Club Dues	Fee	Yes	\$ 5.00
Activity Tickets	Activity	No	\$ 20.00

Approved 7/24/21

**POLICY 1005.3  
GERING PUBLIC SCHOOLS  
GERING, NE**

**PARENTAL AND FAMILY INVOLVEMENT IN THE SCHOOLS**

It is the policy of the district to provide full access to the parent and family members of any student of the district to review textbooks, tests, curriculum and instructional materials; records of a student of any such parent, unless otherwise prohibited by law; and to any surveys of students done by the school district. Summary information regarding the district's curriculum, testing, and surveys will be provided at the beginning of each school year. Requests for access to specific instructional materials should be addressed to the teacher or building principal.

Requests by parents and family members to attend and monitor courses, assemblies, counseling sessions and other instructional activities shall also be made to the building principal or teacher. While requests to monitor are usually granted, if the request is denied, reasons for the denial will be provided.

It is the policy of the district to provide as consistent an experience as possible in all classroom instruction, testing, surveys, and other school experiences. It is the policy of the district not to excuse students from classroom instruction, testing, and other school experiences unless an objection is submitted to the building principal or teacher outlining the specific experience, the basis for the objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and family members.

The request for the student to be excused will be reviewed by the building principal and a decision provided to the parents and family members. While verbal objections and decisions are valid, written followup to verbal communications is required from the parent and family members, and the principal. If a student is excused from the requested activity, no penalty will be assessed; but an agreed upon alternative activity must be performed to the satisfaction of the teacher and principal.

It is the policy of the district to use only testing methods and testing instruments that are generally recognized by educational professionals to be within sound educational standards and both educationally and academically appropriate. It is the policy of the district to notify parents and family members of any standardized testing that may be scheduled within the school district.

It is the policy of the district to notify parents and family members of any survey that may be scheduled and to conduct student surveys judiciously, with full consideration of the fact that parents and family members may find items of the survey objectionable.

The following activities will also be included in the board's plan for parental and family involvement:

1. The board will involve parents and family members in the development of the Title I plan, the process for school review of the plan and the process for improvement;
2. The board will provide the coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parental and family involvement activities to improve student academic achievement and school performance;
3. The board will build the schools' and parents' and family members' capacity for strong parental and family involvement;
4. The board will coordinate and integrate parental and family involvement strategies under Title I with other programs such as Head Start, Reading First, etc.;
5. The board will conduct with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parental and family involvement policy in improving the academic quality of the school served including identifying barriers to greater participation by parents and family members in Title I activities (with particular attention to parents and families who have low income, Limited English Proficient (LEP), minorities, disabilities and low literacy) and use the findings of the evaluation to design strategies for more effective parental and family involvement and to revise, as necessary, the parental and family involvement policies; and
6. The board will involve parents and family members in Title I activities.

The parent and family members or guardian of a student may have access to that student's records during normal business hours of the district according to Policy 507.01 Student Records Access.

Legal Reference: Neb. Statute 79-530 to 533

Cross Reference: 507.01 Student Records Access  
606.03 Objection to Instructional Materials  
611.01 Student Progress Reports  
611.04 Parent Conferences  
1002. District Annual Report  
1005.01 Public Complaints

Approved 2/16/04

Reviewed 8/22/16

Revised 9/19/16

# Memo

**To:** Dr. Nicole Regan and Board of Education  
**From:** Stacy Rodriguez, Director of Finance  
**Date:** July 12, 2023  
**Re:** School Lunch Prices

As part of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296), Section 205 addresses equity in school lunch pricing. Effective July 1, 2011, School Food Authorities (SFA) participating in the National School Lunch Program are required to provide the same level of support for their paid student lunches as they are for lunches served to students eligible for free and reduced priced meals.

With the ongoing requirements from USDA we must continue to include serving more fresh fruits and vegetables, serving more products with whole grains and not utilizing breaded meat food products, reduction in sodium and fat, all of which increase our costs. To help ensure we can address our costs and meet these compliance requirements, USDA provides a “Lunch Price Calculator” tool to establish meal prices. Based on the recommendation from the tool we propose the following:

	2022-2023		2023-2024	
	Breakfast	Lunch	Breakfast	Lunch
Elementary	\$1.95	\$3.00	\$2.05	\$3.10
Secondary				
GHS	\$2.20	\$3.25	\$2.30	\$3.35
GJHS	\$2.20	\$3.25	\$2.30	\$3.35
Adult	\$3.80	\$4.25	\$3.90	\$4.35
Milk	\$0.60	\$0.60	\$0.65	\$0.65



KIMBALL PUBLIC SCHOOLS

Administration Offices  
901 S. Nadine  
Kimball, NE 69145

---

Trevor Anderson, Superintendent  
Carmela Graves, Business Manager

Phone (308) 235-2188  
Fax (308) 235-3269

May 5, 2023

Dr. Nicole Regan  
Gering Public Schools  
1519 10<sup>th</sup> Street  
Gering, NE 69341

I would like to thank your school district for participating in the DL Spanish course offerings for the 2023-24 school year. We are in the second year of offering this service and are excited to continue with this program. For this coming school year, we will have around 105 students from five districts participating in the program. Mrs. Christine Lewis will again be the instructor for the Spanish courses this coming school year.

Please see the billing below for the 2023-2024 DL Spanish classes. Per terms of the agreement, the district will notify the superintendent of Kimball as to how many students are enrolled in Kimball's DL Spanish courses by August 25, 2023, and the district shall remit payment to Kimball by September 15, 2023. The total cost for the offering the program this year is \$52,868.00 (outlined below). As of this time, we are planning on approximately 105 students participating in the program and offering six periods of DL Spanish courses. This letter is not an invoice, but should assist you with financial planning for the upcoming school year.

Teacher Salary	\$35,080.00
FICA	\$ 2,995.00
Retirement	\$ 3,867.00
Insurance	<u>\$ 10,926.00</u>
Total:	\$52,868.00

The total cost to provide Spanish instruction for the 2023-2024 school year is estimated to be \$503.50 per student. An invoice will be sent to each school once enrollment is finalized. The per student cost is multiplied times the number of students in your school participating in DL Spanish.

Gering Spanish Students: 70  
Gering DL Spanish Cost: \$35,245

September 15, 2023 Payment = \$35,245

Sincerely,

Trevor Anderson  
KPS Superintendent

## INTERLOCAL COOPERATION ACT AGREEMENT

This Agreement is hereby entered by and between Kimball County School District 53-0001, a/k/a Kimball Public Schools (“Kimball”), and Scotts Bluff County School District 79-0016, a/k/a Gering Public Schools (“Gering”).

**WHEREAS**, Kimball Public Schools is a political subdivision and a Class III school district under the laws and statutes of the State of Nebraska; and

**WHEREAS**, Gering Public Schools is a political subdivision, and a Class III school district under the laws and statutes of the State of Nebraska; and

**WHEREAS**, Neb. Rev. Stat. §§13-801 to 13-827, also known as the “Interlocal Cooperation Act,” and other Nebraska laws encourage political subdivisions to make the most efficient use of their powers, and enable them to cooperate on the basis of mutual advantage and on a basis that will best serve the needs and desires of both parties, in the development and running of local government units; and

**WHEREAS**, during the 2023-2024 school year, Kimball will offer Spanish language courses to its students; and

**WHEREAS**, Gering does not currently have the ability or capacity to offer Spanish language courses to its students during the 2023-2024 school year; and

**WHEREAS**, Kimball and Gering desire to contract for Spanish language courses to be available to Gering students via remote learning during the 2023-2024 school year.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, the parties to this Agreement do hereby agree as follows:

**1. Term of this Agreement.** This contract for Spanish language courses provided remotely by Kimball to Gering students shall be for a term of one school year, commencing on or around August 1, 2023, and ending on or around May 30, 2024. Either School District may terminate this Agreement by giving written notice to the other School District at least 30 days prior to such termination.

**2. Costs of Educational Services.** In exchange for access to Kimball’s Spanish language courses, Gering shall pay to Kimball the sum of Five Hundred and Three Dollars and Fifty Cents (\$503.50) per student enrolled in Kimball’s Spanish language course. This amount may be modified depending on final enrollment figures obtained from participating districts. By August 25, 2023, the Superintendent of Gering (or designee) will notify the Superintendent of Kimball (or designee) as to how many Gering students will enroll in Kimball’s Spanish language course, and Gering shall remit payment to Kimball by September 15, 2023. In the event that this Agreement is terminated before the end of the 2023-2024 school year, or in the event that a Gering student disenrolls from a Spanish language course, both Districts shall work together to adjust the proportionate amount owed, based on the date of termination and/or student dropping out of the course.

**3. Educational Program.** Kimball shall, in its sole discretion, determine and provide the appropriate Spanish language curriculum, instruction, testing materials, equipment, and the like to provide Spanish language education to Gering students. Kimball shall coordinate with Gering as to the technological requirements of livestreaming and/or recording courses for Gering students to be able to access the Spanish language coursework. Kimball shall have no obligation to supply any technology or equipment on Gering property or to any Gering student for the Spanish language coursework.

**4. Staff.** Kimball shall retain full control of and supervision of the Spanish language teacher(s). Nothing in this Agreement shall be construed to suggest that any Spanish language teacher(s) is employed by Gering or that Gering owes any salary, benefits, or other compensation to any Kimball teacher.

**5. Operations.** No separate legal or administrative entity is created under this Interlocal Agreement. Other school districts or entities, which qualify as public agencies under the Act, may enter into this Agreement by amendment hereto executed and approved by all parties.

**6. Indemnification.** The Parties shall indemnify and hold each other, and its Board members, employees, and agents harmless, from any claims, expenses (including attorneys' fees and litigation expenses), damages or losses either may suffer as a result of any claims made under, in the administration of, or regarding the validity of this Agreement or the effect of this Agreement on the expenditure or revenue authority of the Parties, including but not limited to liability, or taxpayer or regulatory claims.

**7. Amendment of Interlocal Agreement.** This Agreement may only be amended in writing. This Agreement will not automatically extend beyond the initial term, unless the parties enter into a subsequent written agreement. The Superintendents of each school district shall notify the other, on or before March 1, 2024, of their intent to extend the term of the agreement for the subsequent year.

**8. Miscellaneous.** This Agreement shall be interpreted in accordance with the laws of the State of Nebraska.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement the day and year above written.

<p><b>Kimball County School District 53-0001, a/k/a Kimball Public Schools</b></p>	<p><b>Scotts Bluff County School District 79- 0016, a/k/a Gering Public Schools</b></p>
<p>BY: _____</p>	<p>BY: _____</p>
<p>Authorized Representative</p>	<p>—</p>
<p>Dated this ___ day of _____, 2023.</p>	<p>Authorized Representative</p>
	<p>Dated this ___ day of _____, 2023.</p>

## **Standing Determination for Participation of Part-time Students**

WHEREAS, the NSAA Bylaws, Article 2, Sections 2.2, 2.5, and others require exempt or home school students from authorized Rule 13 schools to be continuously enrolled in a minimum of 10 credit hours of instruction per semester at the school the student represents in interscholastic competition;

WHEREAS, Legislative Bill 705, Section 75, from the 108<sup>th</sup> Nebraska Legislature amends NEB. REV. STAT. § 79-2,136 and mandates that NSAA public member schools require no more and no less than 5 credit hours for a part-time enrolled student to be eligible to participate in interscholastic competition;

WHEREAS, the NSAA Constitution, Article 1, Sections 1.6.1.6(f) and (h) vest the Board with the authority to waive the effect of any eligibility rule for participating students and to grant hardship waivers; and

WHEREAS, the NSAA Constitution, Article 1, Section 1.6.2.1 vests the Executive Director with similar authority to make specific exceptions to the student eligibility rules provided such exceptions are based upon hardship conditions which are deemed to have contributed in a significant way to non-compliance;

WHEREAS, the NSAA Constitution, Article 1, Section 1.10.3.1.1 lists the factors for granting hardships, and this change in state statute satisfies most factors applicable to hardship waivers, but it would be cumbersome to require member schools to apply for hardship waivers for each student as a result of this change in state law;

WHEREAS, the change in state law would put many NSAA member schools in a position of complying with state law but not the NSAA Constitution and Bylaws, or vice-versa; and

WHEREAS the change in state law is effective on or about September 2, 2023, but to wait until the law is operative would have the effect of changing eligibility rules mid-semester;

NOW, THEREFORE, BE IT RESOLVED, that the NSAA Board and Executive Director make the following determinations:

1. Part-time enrolled students who otherwise would be required by the NSAA Constitution and/or Bylaws to be enrolled in at least 10 credit

hours at the member school per semester will be permitted to participate so long as they are enrolled in at least 5 credit hours per semester and meet all other member school and NSAA requirements to participate.

2. Further, such part-time students who are enrolled in subsequent semesters must have successfully completed 20 credit hours in the immediate preceding semester, of which at least 5 of those credit hours must have been earned at the member school.
3. This determination will be effective July 1, 2023.
4. The Board and Executive Director will enforce this determination until such time as the Constitution and/or Bylaws may be amended to harmonize them with the requirements of state law applicable to NSAA member schools.

APPROVED by the Board and signed below this 15th day of June 2023.



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NSAA Board Chair



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NSAA Executive Director

**AMENDMENT TO SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT BETWEEN PANHANDLE INTERLOCAL TRANSPORTATION ASSOCIATION AND FIRST STUDENT, INC.**

**THIS AMENDMENT** is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 by and between Panhandle Interlocal Transportation Association ("Panhandle") and First Student, Inc. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 ("Contractor") (collectively, the "Parties").

**WHEREAS**, the Parties entered into that certain Agreement for Transportation Services dated July 1, 2021 (hereinafter the "Agreement"); and

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **COMPENSATION** Commencing July 1, 2023, the rates of compensation payable hereunder during the ensuing Contract Year shall be set forth in Exhibit "A".

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full Force and effect.

**IN WITNESS WHEREOF**, this Amendment has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

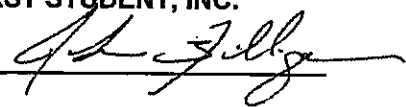
**Scottsbluff**

**Gering**

**FIRST STUDENT, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Sr. Vice President

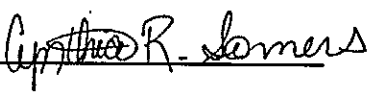
**ATTEST:**

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: 

**EXHIBIT A**

**2023-24 Rates**

		<b>2022-2023</b>	<b>2023-2024</b>
	<b>Rate Type</b>	5%	5%
<b>Routes</b>	Daily	\$ 307.96	\$ 323.35
Home to School	Mileage	\$ 0.38	\$ 0.40
Special Need, Shuttles	Excess Hours (Greater then 4 hr)	\$ 44.80	\$ 47.04
<b>Monitors</b>	Daily	\$ 107.39	\$ 112.76
	Excess Hours (Greater then 4 hr)	\$ 26.84	\$ 28.18
<b>Trips</b>	Hourly	\$ 29.88	\$ 31.38
Field	Mileage	\$ 0.23	\$ 0.24
Activity	Minimum Charge (2.5 hr)	\$ 74.70	\$ 78.44
Athletic	Layover (10 hr)	\$ 298.82	\$ 313.76
	Motel/Meal charge (Pass Through)	Actual	Actual
<b>Shop</b>	Labor per Hour	\$ 54.08	\$ 56.78
	Markup on Parts	None	None



Learners Today  
LEADERS TOMORROW

# **Classified Staff Handbook**

## **2023-24 School Year**

# Table of Contents

Notice of Nondiscrimination	6
Notice of Designation of Coordinator	6
Gering Public Schools - Facilities	7
<b>Chapter I: Records</b>	<b>8</b>
Personnel Records	8
<b>Chapter II: Orientation</b>	<b>9</b>
EEO – Equal Employment Opportunities	9
Immigration Reform and Control Act (I-9)	9
<b>Chapter III: Employee Classification, Recruitment, Hiring and Wages</b>	<b>10</b>
Employee Classification	10
Recruitment	10
Selection	11
Hiring	11
Recommendations	11
Release of Information	11
Credit for Past Employment	11
Transfer	11
Involuntary Transfers	11
Wages	12
Salary Schedule: See Appendices	12
Compensation and Related Benefits	12
Salary Checks and Deductions	13
Overtime Pay	13
<b>Chapter IV: Laws</b>	<b>14</b>
Nondiscrimination	14
Americans with Disabilities Act (ADA)	14
Facilities for Milk Expression	15
<b>Chapter V: Attendance, Absences</b>	<b>16</b>
Attendance	16
Arrival to Duty Assignments	16
Leaving School	16
Inclement Weather Conditions	16
12 Month Employees	17
<b>Chapter VI: Benefits</b>	<b>18</b>
Medical/Health Insurance	18
Flexible Benefit Plan (SelectFlex)	18
Workmen’s Compensation	18

Long Term Disability	18
Retirement	18
Tax Sheltered Annuities	19
Life Insurance	19
COBRA	19
Staff Passes	20
<b>Chapter VII: Leaves/Vacations/Holidays</b>	<b>21</b>
Leaves	21
Sick Leave	21
Maternity Leave	22
Sick Leave Bank	22
Adoption Leave	22
Personal Leave	23
Leave Without Pay	23
Military Leave	23
Family Military Leave Act	23
Family Medical Leave Act (FMLA) – Established 1993	23
Advance Notice and Medical Certification	24
Unlawful Acts by Employers:	24
Enforcement	25
Bereavement Leave	25
Legal and Civic Duties	25
Paid Holidays	26
Religious Holidays	26
Professional Leave	27
Unexcused Absence and Lateness	27
Misuse of Leaves	27
<b>Chapter VIII: Discipline and Termination/Resignation</b>	<b>28</b>
Disciplinary Procedures	28
Termination by Employer	28
Resignation by Employee	29
Right to Terminate at Will	29
<b>Chapter IX: Grievance</b>	<b>30</b>
<b>Chapter X: Breaks, Uniforms and Employee Identification Badges</b>	<b>31</b>
Lunch Breaks	31
Rest Breaks	31
Leaving the Building	31
Employee Dress	31
Employee Identification Badges	31

<b>Chapter XI: Expenses</b>	32
Travel/Reimbursement	32
In-district Travel	32
Compensation for Time Spent Traveling	32
<b>Chapter XII: Safety, Health and Asbestos</b>	33
Workplace Safety	33
Employee Protection	33
Health Examinations	33
Blood Borne Pathogens	33
Chronic Infectious Diseases – Not Commonly Transmitted by Casual Contact	34
Communicable/Infectious Diseases Commonly Transmitted by Casual Contact	34
Asbestos	34
<b>Chapter XIII: Staff Development</b>	35
<b>Chapter XIV: Evaluations and Conduct</b>	36
Transfer/Reassignment	36
Duties	36
Evaluations	36
Conduct	36
Drug Free Schools/Workplace	37
Tobacco-Free Workplace	37
Unlawful Acts by Employees	38
Preventing Harassment and Discrimination of Employees, Students and/or Volunteers	38
Complaint and Grievance Procedures to Respond to Harassment and Discrimination	39
Nepotism	39
Employee Conflict of Interest	40
Use of Cell Phones	41
Internet, Computers and Network Resources	41
Procedures and Guidelines	41
Technology Protection Measure	42
Audit of Use	42
Staff Use	42
Disregard of Rules	42
Responsibility for Damages	42
Advertising and Promotion	42
Confidentiality	43
Professional Boundaries	43
Staff and District Social Media Use	43
<b>Chapter XV: Other</b>	43
Accidents and Safety	44

**APPENDICES**

Classified Starting Wages	i
Paraprofessional 1	ii
Paraprofessional 2	iii
Paraprofessional 3	iv
Secretary 1	v
Secretary 2	vi
Accompanist	vii
Delivery Driver	viii
Payroll Clerk	ix
Custodial/Maintenance 1	x
Custodial/Maintenance 2	xi
Seasonal Worker	xii
CNA / LPN	xiii
Network Assistant	xiiii
	xv

# Notice of Nondiscrimination

(Board Policies 103, 402.1, 501)

Gering Public Schools does not discriminate on the basis of race, color, national or ethnic origin, religion, age, sex, sexual orientation or gender identity, marital status, pregnancy, disability or other protected conditions or statuses in its educational programs, activities or employment policies as required by the Nebraska Equal Education Opportunity Act, Title VI and Title VII of the 1964 Civil Rights Act, Title IX of the 1972 Education Amendments, Section 504 Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

The following persons have been designated to handle inquiries regarding nondiscrimination policies:

**Students:** Byron Olsen, Director of Student Services, 1519 10th Street, Gering, NE 69341 (308) 436-3125 (bolsen@geringschools.net).

**Employees and Others:** Stacy Rodriguez, Business Manager, 1519 10th Street, Gering, NE 69341 (308) 436-3125 (srodriguez@geringschools.net).

The Superintendent of Gering Public Schools will coordinate compliance. Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the Superintendent of Schools.

Any person who believes she or he has been discriminated against, denied a benefit or been excluded may grieve such matters using the adopted grievance procedures of the Gering Public School District. Such procedure shall provide for prompt and equitable resolution of complaints alleging acts of discrimination.

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 One Petticoat Lane, 1010 Walnut Street, #320, Kansas City, Missouri 64106, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device).

## Equal Employment Opportunity

(Board Policies 402.01, 406.02, 412.02)

The Gering Public School District shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state, and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district shall be non-discriminatory in major job categories where women, men, minorities, and persons with disabilities are underrepresented. Employees

will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually. The Director of Curriculum and Assessment and/or Director of Business Services shall serve as the non-discrimination compliance coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and the Nebraska Department of Education for the position for which they apply. In employing individuals, the district shall consider the qualifications, credentials, and records of applicants without regard to race, color, sex, national origin, religion, age, or disability.

Advertisements and notices for vacancies within the district shall contain the following statement: "The Gering Public School District is an equal employment opportunity (EEO/non-discrimination) employer." This statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, shall be directed to the non-discrimination compliance coordinator by writing to Kory Knight, Non-Discrimination Compliance Coordinator, Gering Public Schools, 1519 10th Street, Gering, NE, 69431; or by phone 308-436-3125.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, can also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, 10220 North Executive Hills Blvd, 8th Floor, Kansas City, MO, 64153, 816-880-4200; or the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th Floor, PO Box 94394, Lincoln, NE, 69509, 402-471-2024.

## ***Introduction***

Gering Public Schools serves approximately 2,000 students with an average student-to-teacher ratio of 18:1. The district believes that quality education begins with a quality staff and collaborative partnerships with local businesses and community agencies.

All three K-5 elementary schools offer all-day early childhood programming. Lincoln Elementary also offers a half day option. Gering Middle School serves students in grades 6-8 and Gering High School serves grades 9-12. The High Ability Learner (HAL) program serves intellectually gifted students in grades 3-12, and our comprehensive special education (SPED) program provides a wide variety of services for our students with special needs.

Career Academies and work-based learning opportunities are in place at the high school. In addition, LINKS is a specialized program that provides an alternative, flexible learning environment for high school students.

The representative for Nebraska's 3rd District, Adrian Smith, graduated from Gering High School in 1989. Since the first graduating class, Gering Public Schools, in cooperation with the community, has strived to prepare students to pursue their goals for the future.

## ***School Mission Statement***

### **Educational Philosophy of Gering Public School**

(Policy 102)

Gering Public Schools exist to equip today's learners with the skills necessary to be tomorrow's leaders. The vision of the district is to provide a collaborative community, inspiring excellence and innovation in teaching and learning to empower student growth and leadership in school and life.

The district seeks to satisfy this mission by developing and maintaining:

1. Qualified and competent administrative, teaching, paraprofessional, and other support staff;
2. A supportive learning environment which includes:
  - A welcoming and inviting structure that is emotionally safe, nurturing, supportive, and disciplined; respect, trust, integrity, and regard for self and others; and honors diversity;
  - Learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
  - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behaviors.
3. Safe, clean and supportive facilities and learning environments;
4. Comprehensive support programs and services that meet the diverse needs of all students;

5. Integrated, planned curriculum that:

- Prepares students to achieve state standards and such additional standards as are established by the Board of Education;
- Is appropriate for the developmental level of the students;
- Addresses diverse learning needs;
- Instills a passion for learning and the importance of life-long learning;
- Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use information;
- Develops expected work ethics, as well as group participation and leadership skills;
- Incorporates character education and multicultural education, including respect for diversity;
- Provides for application of technology in all learning areas;
- Provides access to advanced courses;
- Implements an organized schedule that is functional and meets student needs in all curriculum areas.

## *Board of Education*

Members serve four-year terms, and receive no compensation for their work. Elections are held every two years. Board members act within the framework of rules set forth by the Nebraska State Board of Education and State and Federal laws. Current members are as follows:

<b>Name:</b>	<b>Board Committee:</b>	<b>Service Details:</b>	<b>Email:</b>
Brian Copsey, <i>President</i>	Facilities & Finance	Elected in 2015; current term expires in 2026.	<a href="mailto:bcopsey@geringschools.net">bcopsey@geringschools.net</a>
B.J. Peters, <i>Vice President</i>	Curriculum & Personnel	Elected in 2004; current term expires in 2024.	<a href="mailto:bjpeters@geringschools.net">bjpeters@geringschools.net</a>
Josh Lacy	Facilities & Finance	Elected in 2017; current term expires in 2024.	<a href="mailto:jlacy@geringschools.net">jlacy@geringschools.net</a>
Greg Trautman	Curriculum & Personnel	Elected in 2022; current term expires in 2026.	<a href="mailto:gtrautman@geringschools.net">gtrautman@geringschools.net</a>
Tracy Wiese	Curriculum & Personnel	Elected in 2021; current term expires in 2024.	<a href="mailto:twiese@geringschools.net">twiese@geringschools.net</a>
John Maser	Facilities & Finance	Elected in 2022; current term expires in 2026.	<a href="mailto:jmaser@geringschools.net">jmaser@geringschools.net</a>

## *District Facilities*

<b>Building:</b>	<b>Address:</b>	<b>Phone Number:</b>	<b>Hours of Operation:</b>
Central Office	1519 10th Street	(308) 436-3125	7:30 a.m. - 4:30 p.m.
Geil Elementary	1600 D Street	(308) 436-2545	7:55 a.m. - 3:25 p.m.
Lincoln Elementary	1725 13th Street	(308) 436-2350	7:50 a.m. - 3:20 p.m.
Northfield Elementary	1900 Flatten Ave.	(308) 436-5555	7:55 a.m. - 3:25 p.m.
Gering Middle School	800 Q Street	(308) 436-3123	8:00 a.m. - 3:24 p.m.
Gering High School	1500 U Street	(308) 436-3121	8:00 a.m. - 3:35 p.m.

## *Administrative Staff*

<b>Building:</b>	<b>Name:</b>	<b>Position:</b>	<b>Email:</b>
Central Office	Dr. Nicole Regan	<i>Superintendent of Schools</i>	<a href="mailto:nregan@geringschools.net">nregan@geringschools.net</a>
	Jennifer Sibal	<i>Director of Communications</i>	<a href="mailto:jsibal@geringschools.net">jsibal@geringschools.net</a>
	Byron Olsen	<i>Director of Student Services</i>	<a href="mailto:bolsen@geringschools.net">bolsen@geringschools.net</a>
	Kory Knight	<i>Director of Curriculum</i>	<a href="mailto:kknight@geringschools.net">kknight@geringschools.net</a>
	Stacy Rodriguez	<i>Business Manager</i>	<a href="mailto:srodriguez@geringschools.net">srodriguez@geringschools.net</a>
	David Ferreyra	<i>Payroll Administrator</i>	<a href="mailto:dferreyra@geringschools.net">dferreyra@geringschools.net</a>
	Jordan Roseborough	<i>Director of Technology</i>	<a href="mailto:jroseborough@geringschools.net">jroseborough@geringschools.net</a>
	Curt Hanson	<i>Director of Maintenance</i>	<a href="mailto:chanson@geringschools.net">chanson@geringschools.net</a>
Geil Elementary	Angela Morris	<i>Building Principal</i>	<a href="mailto:amorris@geringschools.net">amorris@geringschools.net</a>
Lincoln Elementary	Jesse Neugebauer	<i>Building Principal</i>	<a href="mailto:jneugebauer@geringschools.net">jneugebauer@geringschools.net</a>
Northfield Elementary	John Wiedeman	<i>Building Principal</i>	<a href="mailto:jwiedeman@geringschools.net">jwiedeman@geringschools.net</a>
Gering Middle School	Julie Siebke	<i>Building Principal</i>	<a href="mailto:jsiebke@geringschools.net">jsiebke@geringschools.net</a>
	Jon Hutchison	<i>Assistant Principal</i>	<a href="mailto:jhutchison@geringschools.net">jhutchison@geringschools.net</a>
	Barb Harder	<i>Assistant Activities Director</i>	<a href="mailto:bharder@geringschools.net">bharder@geringschools.net</a>

Gering High School	Mario Chavez	<i>Building Principal</i>	<a href="mailto:mchavez@geringschools.net">mchavez@geringschools.net</a>
	Crystal Palser	<i>Assistant Principal</i>	<a href="mailto:cpalser@geringschools.net">cpalser@geringschools.net</a>
	Keaton Green	<i>Assistant Principal</i>	<a href="mailto:kgreen@geringschools.net">kgreen@geringschools.net</a>
	Shawn Seiler	<i>Activities Director</i>	<a href="mailto:sseiler@geringschools.net">sseiler@geringschools.net</a>

For other staff contacts, visit the district website at [www.geringschools.net](http://www.geringschools.net)

## ***School Calendars and Schedules***

The school district calendar is found in Appendix A.

Staff work calendars are provided in Appendix B.

Staff scheduling is determined by Administrative Staff, and communicated accordingly upon hire. On occasion, temporary adjustments may be required on occasion to meet the needs of the district.

**Mandatory Attendance Days:** Gering Public Schools has the right to identify blackout periods when PTO requests cannot be approved. Blackout periods include events such as mandatory training days, district-wide professional development days, etc. and will be communicated in writing by the Superintendent of Schools. When possible, these dates will be reflected in advance on staff work calendars for planning purposes.

In the event a blackout period must be added to the calendar after the start of the school calendar year, at least a 3-business days written notice shall be provided prior to the implementation of a blackout period.

The district understands that emergencies occasionally arise, and requests for an accommodation will be reviewed on a case-by-case basis. Staff members are expected to submit these requests in writing to the Superintendent of Schools and Building Administrator with as much notice as possible for consideration.

**District Summer Hours:** The district will close all offices (including Central Office) on all Fridays during the summer months at noon effective the first Tuesday after Memorial Day and these hours will remain in place until the first week of August.

Please note: The specific dates that summer hours will start and end each year will vary slightly due to the calendar.

These summer hours include all staff, except summer school staff members who may follow an alternative schedule. Any exceptions need to be approved through the Business Office (i.e., summer school, etc.)

Summer hours will be Monday-Thursday: 7:00 a.m. to 4:30 p.m. with an unpaid 30-minute lunch break.

Deviations from this schedule must be approved through the Superintendent of Schools and Business Manager.

**School Cancellation:** The safety of students and staff is very important to the District. We also recognize that certain staff members are essential to district operations; therefore, in the event of school closure, 12-month classified employees, administrators and secretaries need to report to work as soon as safely possible in order to answer the phones and help students that come to school to make arrangements for safe rides back home.

Additionally, in the event of inclement weather, district maintenance and custodial teams will be responsible for the removal of snow from sidewalks and parking lots to ensure patron safety.

Once those issues have been handled, staff should consult with the supervising administrator on finishing the work day at the school office or taking work home to finish. If employees cannot get to work or choose to not work the remainder of the day, they have the following options to cover lost wages:

- Accrued personal leave may be applied (full-time employees only).
- Vacation leave may be applied (12-month employees only).

**Decision To Close Schools and Communication:** The Superintendent of Schools will decide if school is open or closed for that day. Once notified, Administrative Staff will start their building calling chain when applicable. Additionally, the Director of Communications or other designated staff members will generate an Infinite Campus message (phone call and/or text message) to all district staff and families, and notify local news media when inclement conditions warrants such action. The information is broadcast regularly by radio and television stations.

**Weather-Related Closure or Impacts:** 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) whether to have school or not.

The decision to cancel school is never an easy one, but the decision will always be made with student and staff safety at the forefront. In some instances, schools will be open, but certain services may be canceled (bus transportation, kindergarten, student activities).

If the school district does not close despite inclement conditions, but a staff member does not report for the scheduled workday time off will be considered personal leave or unpaid.

**Severe Weather During the School Day:** The Superintendent of Schools is authorized by the Board of Education to close school in case of severe weather. 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 will be notified by Administrative Staff and families will be notified via media broadcast and Infinite Campus messenger when possible.

Certified staff and administrators will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

If, because of inclement conditions, students and employees are dismissed early, employees will be compensated for the remainder of the scheduled workday.

## **Chapter I: Records**

### **Personnel Records**

All personnel records on all current employees shall be kept at the Central Office. A file shall be kept for all resigned or retired employees, including such essential information as seems appropriate to the administration and/or supervisor.

All personnel files will be considered confidential and will not be available to persons other than the employee and those authorized. Information contained in the employee's file may be viewed at the employee's request. All written materials filed (except for those prohibited by law) shall be made available for inspection by the employee in the presence of an administrator and/or supervisor. Upon request, an employee will be provided a copy of his/her employee file.

## **Chapter II: Orientation**

The first eight weeks that you work for Gering Public Schools will be considered your orientation period. During this period of time, you will work closely with your supervisor and other district personnel to learn how to do your job. You will learn about our policies, procedures, benefits and rules of the workplace. After your eight-week orientation period, your Supervisor/Principal will reflect on your job duties.

This employee handbook provides information you need to know, and you are encouraged to read it thoroughly and ask questions at any time.

### **EEO – Equal Employment Opportunities**

Gering Public Schools provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, national origin, sex, age, disability, marital status, pregnancy or other protected conditions. In addition, we comply with applicable state and local laws governing nondiscrimination in employment.

### **Immigration Reform and Control Act (I-9)**

In compliance with the Immigration and Control Act of 1986, we require all newly hired employees to present documented proof of identity and eligibility to work in the United States. Employees will be required to furnish this information within three working days of hire date.

## **Chapter III: Employee Classification, Recruitment, Hiring and Wages**

### **Employee Classification**

Classified Staff are employees who are in positions which do not require a Nebraska Department of Education teaching certificate. Classified employees shall include the non-instructional (classified) staff of Gering Public Schools, also known as Educational Service Employees who are categorized according to job duties as follows:

1. Maintenance and Custodial employees keep the physical plant open, heated, lighted and ready for use or keep the grounds, buildings and equipment at their original condition through repair or replacement. Part time custodial staff is included in this group. Maintenance employees are under the supervision of the Director of Warehouse/Maintenance. Custodians report to the building administrators and/or the Director of Warehouse/Maintenance. Assignments are determined by the Superintendent and are designated to Maintenance and Custodial employees through the Director of Warehouse/Maintenance.
2. Administrative Assistant employees engage in accounting/fiscal office management and clerical assistance to the administration.
3. Para-professionals provide instructional services in the classroom under the direction of the classroom teachers and/or building principal.
4. Non-certified coaches and sponsors of extra-curricular activities.

### **Recruitment and Selection**

This district secures quality personnel through effective recruitment.

It is the responsibility of the Superintendent of Schools and or his/her designees to determine personnel needs of the school district and locate suitable candidates.

There shall be no discrimination against any employee or applicant for employment by reason of race, color, national origin, creed, marital status, sex or age. A personal interview will be required of selected candidates.

It shall be the duty of the Superintendent to see that persons nominated for employment meet all qualifications established by law and board policy for the type of position for which nomination is made.

All vacant positions will be posted internally for at least three (3) working days to allow school district employees to apply for the position posted. It is not required that applicants from within the district be selected to fill the vacancy. The primary concern is to select the most qualified applicant for the position available.

Should the position not be filled internally or from applications on file, employment notices will be prepared and circulated.

When appropriate, applications will be screened by the Central Office and may be referred to the appropriate building administrators or supervisors.

## **Hiring**

### **Recommendations**

Building administrators or supervisors will recommend classified employees for hiring. The district shall strive to employ the most qualified individuals available.

### **Release of Information**

Before being accepted for paid employment to work directly with Gering Public Schools' students, Gering Public Schools, as a matter of procedure, will conduct a background check to confirm that no substantiated criminal charges have been filed against the potential candidate. All employees are subject to pre-employment drug testing per Board Policy #404.08.

### **Credit for Past Employment**

New employees to the district will be placed on the Classified Salary Schedule according to their previous years of experience, which are applicable to the position for which they are hired. If an employee does not possess previous experience, he/she will be placed on the first step of the position.

## Transfer

Any classified employee wishing to transfer from one position to another shall submit a written request/email to the Superintendent or designee. All transfers will be considered by the building principal or supervisor but are not guaranteed. A meeting will be held between the appropriate staff to determine salary placement on the schedule.

## Involuntary Transfers

Determining the location where a classified employee's assignment will be performed is the responsibility of the Superintendent based upon recommendations from the building principal and supervisors. In making position assignments, building administrators and supervisors, along with the Superintendent, shall consider the qualifications of the employee and the needs of the District.

A meeting will be held between the employee and his/her building principal or supervisor to discuss an involuntary transfer. If involuntarily transferred to a lesser compensated position, the employee will be paid according to the salary schedule and position.

## Wages

### Salary Schedule: See Appendices

A salary schedule will be developed annually for all classified positions. The basic compensation of each employee shall be set forth in the salary schedule as approved by the Gering Public Schools Board of Education or be compensated at the discretion of the Superintendent/Business Manager. If the classified employee's annual performance evaluation is satisfactory, the employee will annually advance a step on the salary schedule. Please note that we consider wage and salary information to be CONFIDENTIAL.

## Compensation and Related Benefits

**The Board of Education will establish the compensation package for the classified employees. All employees are paid monthly on or before the 20<sup>th</sup> of each month. If the 20<sup>th</sup> falls on a weekend, payment will occur on the Friday prior to the 20<sup>th</sup>.**

Payroll checks are deposited directly into your checking or savings account, unless we notify you otherwise. All employees are required to participate in the direct deposit program as this process ensures that your paycheck is deposited. You will be provided a pay stub each month. If you believe there is an error on your paycheck, please report it immediately to the payroll office. Once a determination has been made, necessary corrections will occur.

Our payroll period varies, and staff will be notified of payroll periods for each year at the start of the school year. Each hourly employee is required to use the time clock software provided in each building; and in order for us to have accurate records, it is imperative that each employee use the time clock software diligently. If the employee should have a problem using the time clock software, the supervisor should be notified. The supervisor will then notify the payroll department so that a manual adjustment can be made to the time clock software. If the employee fails to clock in or clock out, a timesheet correction form must be filled out by the supervisor or principal within 48 hours. Under no circumstance should anyone ever clock in and out for another employee. This action provides grounds for immediate dismissal from Gering Public Schools for both parties involved. If an employee habitually fails to clock in or out following supervisory notification, disciplinary action may be taken.

### Salary Checks and Deductions

Salary checks are based on hours worked multiplied by the hourly wage indicated on the employee's salary worksheet.

Gering Public Schools is required to deduct federal and state withholding taxes (income taxes) based on information you provide on your W-4. Deductions for Social Security and Medicare are also deducted at the rate established by the federal government. Retirement, based on employee's eligibility, will be deducted at the rate established by NPERS.

We are also required to withhold and remit court-ordered garnishments.

Other voluntary deductions including health and life insurance, savings bonds, annuities, etc. must be provided by the employee within 30 days of his/her start date.

Any changes per the employee to payroll including tax withholdings, insurance annuities, etc., must be received by the payroll department in the Central Office by the first day of the month preceding the pay date for that month. Any mid-year changes to any Section 125 Plan items (health insurance, dental insurance, cancer insurance, AFLAC, Select Flex child care and Select Flex medical reimbursement) can only be made if there is a qualifying "change in status".

### Overtime Pay

Fair Labor Standards Act mandates payment of 1 ½ times an employee's regular rate on any hours worked over 40 by a nonexempt employee in a work week. Gering Public School's workweek is considered 40 consecutive hours Monday through Sunday. **Any overtime must be approved by the employee's supervisor (superintendent, building principal, or director) before working over the 40 hour limit.**

## Chapter IV: Laws

### Nondiscrimination

The decision to hire an applicant is to be based solely on the applicant's qualifications and his/her ability to meet the school district's standards of performance. Nowhere in the selection process is the applicant's race, color, religion, national origin, gender, age, disability, marital status, pregnancy or other protected conditions used as disqualifying factors. Gering Public Schools does not discriminate on the basis of disability in the admission or access to, or treatment of employment in its programs or activities.

### Americans with Disabilities Act (ADA)

The following grievance procedure shall be used for resolution of complaints of alleged violation of Gering Public Schools.

1. Complaints shall be filed with the building administrator. All complaints shall be made in writing, unless the complainant's disability prevents such action, in which case it may be done verbally. Grievance Procedure Forms can be obtained from the Superintendent.
2. Complaints shall contain the following: (a) name of the complainant, (b) address and phone number of the complainant, (c) a brief description of the alleged violation and (d) resolution requested by the complainant.
3. The Business Manager shall review complaints. Investigations shall be thorough but informal, and the complainant will be given an opportunity to submit evidence relevant to the complaint.
4. The Business Manager will 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 will be put in writing and forwarded to the complainant.

5. The complainant will be given ten (10) days from the date the Business Manager's decision is sent to the complainant to accept or reject the proposed resolution. If the complainant does not respond with an acceptance or rejection, the resolution will be accepted. In the event the complainant rejects the proposed resolution, the complainant will be given an opportunity to file a request for reconsideration. The Business Manager will forward this request for reconsideration, along with all supporting documentation, to the Superintendent of Schools who will make a decision within ten (10) days.

### **Facilities for Milk Expression**

Each building will designate a private area, other than a restroom, for an employee for breastfeeding or to express breast milk for her nursing child in a place which is shielded from view and free from intrusion from co-workers and the public.

## **Chapter V: Attendance, Absences**

### **Attendance**

Regular attendance contributes significantly towards better team effort and productivity. Each employee is very important to the smooth operation of Gering Public Schools. Consistent attendance is an essential component of solid employee performance. Occasionally, it may be necessary for you to be absent from work as a result of illness, injury or other personal reasons. Employees who will be absent are expected to notify their building administrator or supervisor immediately. An absence must be created in SmartFindExpress by the employee/supervisor upon return to work. Compensation for sick days, personal days or vacation will not be processed until the payroll department receives the approved absence from SmartFindExpress.

### **Arrival to Duty Assignments**

Schools have different starting and ending times for each day. Classified working assignments may or may not be related to the regular school day. Classified employees are expected to know their duty dates and times and are expected to report to work on time. Adjustments to any classified employee's schedule must be approved by the building principal, supervisor, Superintendent, or district director.

## **Leaving School**

Employees are to be on duty at all times during their assigned work day. Employees may not leave school or their assigned area during duty hours without approval of the principal. Employees who leave the school during their designated lunch period must check out at the principal's office or designated area. Employees who leave during the work hours for an approved absence must clock out and check out with the principal's office or their supervisor when leaving, and check back in and clock back in upon returning. Employees who need to leave during the school day for reasons of illness or emergency are to check out with the principal's office or their supervisor.

## **Chapter VI: Benefits**

### **Medical/Health Insurance**

Gering Public Schools offers Insurance benefits to employees who are deemed full time under the PPACA guidelines. The district pays ½ of a "single" premium for any qualifying employee. Classified staff who are not deemed full time under the PPACA guidelines have the opportunity to participate in the school district's health care program by assuming the obligation for their own monthly premium payments.

### **Flexible Benefit Plan (SelectFlex)**

The Flexible Benefit Plan or SelectFlex is available to all employees. Gering Public School has established this plan to allow our employees to select a tax benefit in exchange for a reduction in cash compensation that would otherwise be payable. SelectFlex allows you to allocate funds to either or both a Medical Reimbursement Account and a Dependent Care Assistance Account. These accounts are then used to reimburse you for eligible medical expenses and dependent care expenses, respectively on a pre-tax basis. Enrollment for SelectFlex is held every year prior to September 1<sup>st</sup>. Annual re-enrollment is required, and late applications will be denied per IRS regulations. Any questions concerning the plan should be directed to the Payroll Department.

### **Worker's Compensation**

All employees of the school district are covered by Worker's Compensation Insurance.

To be eligible for compensation, the injury to an employee must arise from and in the course of employment in the school district. Employees injured during the course of employment and eligible for compensation are required to report **ALL** accidents or injuries to their supervisor immediately. An Incident Report must be completed and forwarded to the Payroll Department. Failure on the part of the employee to report an injury within twenty-four (24) hours may prejudice and defeat a claim for compensation.

### **Long Term Disability**

Long Term Disability Insurance is provided for classified employees who are scheduled to work more than twenty (20) hours per week. After the exhaustion of all accumulated sick leave, employees are eligible to apply for Long Term Disability Insurance. The LTD Insurance plan is provided by the employer. Please inform the Central Office of any health-related issues that may qualify you for this benefit.

### **Retirement**

All classified employees who are hired for positions that are 20 hours or more per week on an ongoing, regular basis are required to participate in the Nebraska Public Employees Retirement System.

All members of the Retirement System will contribute the required percentage as established by NPERS. The school district will match that contribution 101%. A member who terminates employment with Gering Public Schools may:

1. Leave the account on an inactive basis
2. Receive a refund of the account. An application for refund must be filled out with the Nebraska Retirement System, P.O. Box 94816, Lincoln, NE 68509. For full details or questions, please call the Retirement System at (800) 245-5712.

### **Tax Sheltered Annuities**

Employees may participate in an annuity program of their choice from a list of approved service provider companies. For further information, please contact the Payroll Department.

Requests for participation should be made through a service provider company. The employee must complete a Salary Reduction Agreement Form provided by either their service provider or by Gering Public Schools. The service provider company must also complete a maximum exclusion allowance (MEA) form. Arrangement for Tax Sheltered Annuities is made through the Payroll Department. New or modifications to existing annuities may be done at any time. The

required paperwork must be submitted to the Payroll Department by the first day of the month preceding the pay date for that month.

### **Life Insurance**

Gering Public Schools offers life insurance to employees who are scheduled to work 20 hours or more per week. This program provides an opportunity for employees to purchase term life insurance at a monthly group rate. For the cost of this insurance, please contact the Payroll Department.

### **COBRA**

Employee's Rights to Continue Group Health Coverage: On April 7, 1986, a federal law was enacted (Public Law 99-272, Title X) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in summary fashion, of your rights and obligations under Continuation Coverage provisions of the law.

If you are an employee of Gering Public Schools, covered by Blue Cross/Blue Shield (BCBS), you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment. In the event of termination for gross misconduct, continuation coverage is not provided.

Under the law, the employee has the responsibility to inform the Payroll Department at Gering Public Schools and the BCBS Administrator of a divorce, legal separation, or a child losing dependent status under BCBS within thirty (30) days of the date of the event or date coverage would end under the plan because of the event, whichever is later. Gering Public Schools has the responsibility to notify the BCBS Plan Administrator of the employee's death, termination or reduction in hours of employment or Medicare entitlements.

When the Payroll Department is notified that one of these events has occurred, she/he will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least sixty (60) days from the date you would lose coverage because of the event described above, or the date notice of your election rights are sent to you, to inform the BCBS Administrator that you want continuation coverage.

If you do not choose continuation of coverage, your group health insurance will end. If you choose continuation coverage, Gering Public Schools is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members.

The law requires that you be afforded the opportunity to maintain coverage for three (3) years unless you lose group health coverage because of termination of employment or reduction in hours. In that case, the required continuation coverage period is eighteen (18) months.

However, the law also provides that your continuation coverage may be terminated for any of the following reasons:

- Gering Public Schools no longer provides group health insurance coverage to any of its employees.
- The premium for your continuation coverage is not paid on time.
- You become covered by another group plan, unless the plan contains any exclusion of limitations with respect to any pre-existing condition you or your covered dependents may have.
- You become enrolled in Medicare.
- You extend your coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.

If you have any questions about the law, please contact the Payroll Department at (308) 436-3125.

### **Staff Passes**

All employees of Gering Public Schools shall have the opportunity to procure a yearly activity pass for school activities. To be eligible to receive an activity pass, the individual must work a minimum of two (2) activity events in a capacity as assigned by the Activities Director. An individual who wishes to obtain activity passes for his/her children must work an additional activity for each child. A schedule will be established during the first two (2) weeks of each season whereby assignments will be made according to the needs and desires of the staff.

## **Chapter VII: Leaves/Vacations/Holidays**

Personnel employed by the school district may request or be required to be absent for several reasons:

1. Those beyond their control, such as personal sickness or injury, jury duty, military service or emergencies.
2. Those governed by compassion or conviction, such as family illness, bereavement and other personal reasons.

3. Those stemming from occupational status such as attendance at meetings, conventions, in-service courses and seminars.
4. Those provided by scheduled vacations.

### **Leaves**

If you know that you will not be able to attend work at the time you are scheduled, please notify your building principal or supervisor in advance. If you are unable to give advance notice, you must telephone your building principal or supervisor as soon as possible. If you are personally unable to contact your building principal or supervisor, you are responsible for asking someone else to do so. Depending on the circumstance, your building principal or supervisor may request that you also contact the Superintendent. It is your responsibility to notify your building principal or supervisor each time you are unable to report for work.

If you are absent from work and we do not hear from you or someone notifying us on your behalf after three (3) consecutive workdays, we will conclude that you have voluntarily terminated your employment with the school district.

**If you have pre-arranged personal leave, you may not convert it to other leave after the fact.**

### **Sick Leave**

Starting with the 2021-22 school year sick leave for classified staff will be granted at a specific rate per each month worked.

- 9 month employees or those who work less than 40 hours per week -- Sick leave will be accumulated at a rate of 0.56 days per month worked.
- 10 and 12 month employees who work 40 hours per week -- Sick leave will be accumulated at a rate of 0.67 days per month worked.

When an employee has accumulated thirty-six (36) days of sick leave at the end of his/her employment year, the Board of Education will grant that employee an additional thirty (30) days of sick leave for a maximum of sixty-six (66). The additional thirty (30) days is a one-time addition. The Board of Education will buy back unused sick leave at the rate of 60% of your daily standard rate up to \$80 per day up to 30 days not to exceed \$2,400. This applies to any employee who leaves the District after 15 years of consecutive service who notified the District of his/her decision to leave by February 1.

The maximum leave that can be used daily is the amount required for you to reach your scheduled hours. You cannot extend your scheduled hours by utilizing additional leave.

We expect our employees not to abuse our sick leave policy. You are required to call your building administrator or supervisor at the start of each workday for which you are scheduled but are unable to attend due to sickness.

Gering Public Schools may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work. The school district's general policy will be to require medical certifications and fitness for duty reports, and periodic reports on intent to return and periodic re-certifications, when deemed appropriate.

Family illness days will be deducted from sick leave. The term "family" shall mean: spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild or person in the same house as part of the family of someone whom the employee is guardian or holds power of attorney during a serious illness. This time may be extended by personal leave.

### **Maternity Leave**

1. All policies, rules, and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave.
2. Written notification for maternity leave shall be submitted to the building principal where the employee is assigned early enough so that arrangements can be made for a long term substitute. The employee will meet with the Payroll Office to complete any required paperwork.
3. Sick leave benefits for maternity shall begin when the doctor certifies that the employee is no longer able to perform her duties. The paid leave ends when the doctor certifies that the employee is fully recovered from disability resulting from delivery and recovery there from.
4. When the doctor certifies that the employee is fully recovered from the temporary disability, the employee is expected to return to employment, unless the employee requests to take unpaid leave entitled to them under the Family Medical Leave Act (FMLA) of 1993. If the employee chooses to take FMLA leave, she will be entitled to unpaid leave for no more than a total of 12 weeks, accumulated between the above paid leave with unpaid leave.

### **Sick Leave Bank**

**This wording is in accordance with Board Policy 410.09 Sick Leave Bank, adopted by the Board on March 15, 2010**

### **Adoption leave**

Employees who have been with the district for more than twelve months are entitled to twelve weeks of unpaid leave for adoption or foster care of a child. Paid sick leave, family leave and

personal leave shall be substituted for the unpaid leave until the paid leave time has been exhausted.

### **Personal Leave**

Personal leave will be earned at the commencement of the school year. Nine month employees will earn one personal leave day per year and 10 and 12 month employees will earn two personal leave days per year. For the breaks for Labor Day, Thanksgiving, Christmas/New Years, Spring break, Easter or Memorial Day, not more than one (1) personal day may be used the day before or after such school recess or holiday; the Superintendent shall have the authority to grant additional days. Compensation for personal leave will not be processed until the payroll department receives the approved absence from SmartFindExpress.

### **Leave Without Pay**

When a classified employee has exhausted his/her personal leave provided to them, he/she may be granted two (2) unpaid leave days. Unpaid leave may be used to excuse an involuntary absence not provided for in this or other leave policies of the board.

The building principal/supervisor shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the building principal/supervisor shall consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the reason for the requested absence and other factors the principal/supervisor believes are relevant to making this determination. If more than two (2) unpaid leave days are requested during the school year, the building principal/supervisor has the right to deny the request based on the criteria listed above, but primarily based on the disruption of the building's educational program and operations.

Classified staff shall make a written request for unpaid leave five (5) days prior to the beginning date of the requested leave when possible.

An employee, upon written request, may be granted a long-term leave of absence for personal reasons other than illness. All such leaves will be without compensation. Written requests must be submitted to your building principal or supervisor and the Superintendent. The length of the leave will not be included when determining years of service credit.

### **Military Leave**

Military Leave will be granted to any employee who is a member of the U.S. Armed Services Active Reserve or National Guard for temporary field training or emergency duty. You will be paid your regular salary for the time away from work up to a maximum of fifteen (15) work days

in any one (1) calendar year, without loss of school district pay that you would normally receive for that period.

Please submit a copy of your military Leave and Earnings Statement (L.E.S.) to your building administrator or supervisor when you return to work. A military leave is considered separate from vacation time. However, you cannot take your vacation directly before or immediately after military leave. A minimum of two weeks, either before or after, must separate ordinary vacation leave from military leave.

### **Family Military Leave Act**

The Nebraska Legislative Bill 497 (LB 497), Family Military Leave Act, authorizes 30 days of unpaid leave to an employee who meets the employment criteria, requests leave and is the spouse or parent of a person called to military service lasting 179 days or longer.

Any employee who takes family military leave will be entitled to regain the position he/she held when the leave period began. An employer will not be able to discharge, fine or discriminate against any employee who takes unpaid family military leave. During the leave period, employees will be able to maintain their benefits at their own expense.

### **Family Medical Leave Act (FMLA) – Established 1993**

FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job protected leave to “eligible” employees for certain family and medical reasons, during any twelve (12) month period.

The school districts’ applicable “leave year” is a “rolling” twelve-month period, measured backward from the date an employee last used any FMLA leave. Employees are eligible if they have worked for Gering Public Schools for at least one year, and for 1,250 hours over the previous twelve (12) months, and if there are at least 50 employees of the District within 75 miles of the employee’s work site.

Reasons for taking leave: Unpaid leave must be granted for any of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the essential functions of the employee’s job.

At the employee or employer’s option, certain kinds of paid leave may be substituted for unpaid leave. For example, in the case of leaves for serious health conditions, you will likely be

required to substitute your accrued paid vacation leave, personal leave, or medical and sick leave, if any, for the unpaid FMLA leave.

Special rules apply to instructional employees who request intermittent or reduced schedule leaves, or leaves near the end of an academic term.

### **Advance Notice and Medical Certification**

The employee may be required to provide advance leave notice and medical certification. Taking leave may be denied if requirements are not met. The school district has leave applications and medical certifications forms, which are to be used. *Forms are available from the Central Office.*

- The employee ordinarily must provide thirty (30) days advance notice when the leave is “foreseeable.”
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work. The school district’s general policy will be to require medical certifications and fitness for duty reports, and periodic reports on intent to return and periodic re-certifications, when deemed appropriate.

### **Unlawful Acts by Employers:**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided by FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or Local law or collective bargaining agreement which provides greater family or medical leave rights.

### **Bereavement Leave**

Classified employees are entitled to Bereavement Leave. Bereavement leave allowances are provided as indicated below. However, the Board recognizes that the need for such leave may vary among individuals and will consider extending the leave in special or unusual circumstances. Application for extending this leave can be made to your building administrator or supervisor.

**A total of up to five (5) consecutive days on full pay is allowed for each certificated employee that is employed full-time for absence in case of a death in the immediate family. Immediate family is defined as wife, husband, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, grandparent, or a person in the same home as part of the family, or someone for whom the employee is guardian or holds power of attorney. Staff members who suffer the death of a child, step-child or spouse will have five (5) bereavement days plus an additional five (5) bereavement days will be deducted from the employee's sick leave balance. This time may be extended by personal leave.**

**Employees may be excused, without loss of pay, for a period of up to one day, to attend funeral services of relatives other than those listed above or to attend funeral services of friends with the approval of the Superintendent. Bereavement leave is not limited to five (5) days in one year, but covers each death in the immediate family that occurs during the year**

**Bereavement days are awarded congruently with the length of each individual's working day.**

### **Legal and Civic Duties**

Employees of the district are encouraged to fulfill their citizenship obligation of jury duty. Employees who receive a subpoena for appearance in court or who are required to serve on Jury Duty shall receive full pay for such absence from duty provided that they comply with the stipulations listed below.

1. The employee must not be a litigant in the court action.
2. The employee must present a copy of the jury summons to your supervisor and attach a copy of that summons to a normal leave request form. Forward both documents to the Central Office.
3. The employee will reimburse the district from any stipend received for services on the jury in an amount equal to or less than wages paid by the district. Reimbursement from part-time employees will be individually determined.

### **Paid Holidays**

All nine and ten month employees are entitled to receive six paid holidays per school year. Employees normally scheduled to work on a holiday will be compensated for their scheduled hours. These holidays are:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Good Friday

Only twelve (12) month employees who work eight hours per day are eligible for ten (10) paid holidays. These employees are considered full-time. The Gering Public Schools are closed for ten (10) holidays each year. The following are the paid holidays we observe:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Independence Day

If a holiday falls on a Sunday, it will be observed the following Monday. If it falls on Saturday, it will be observed the preceding Friday.

If a holiday occurs during your vacation, you are entitled to an extra day of vacation time.

Employees will not be allowed to work on a paid holiday unless an emergency exists and administrative approval is provided through the Superintendent and/or Business Manager at the Central Office.

### **Religious Holidays**

The Gering Public Schools respect the right of each employee to worship as his or her faith dictates, but it is economically impossible for us to provide time off with pay for all religious holidays. Employees may apply for a vacation day(s), or take a personal day(s) toward any religious holidays they wish to observe. If an employee has no paid time left, he or she may request the day off without pay. However, we expect all employees to make arrangements with their building administrator or supervisor at least one week in advance.

### **Professional Leave**

Professional leave may be granted to classified employees for the purpose of attending meetings and conferences directly related to their assignments. Attendance for professional leave is permitted at full pay if such absence is approved by the classified employee's building administrator or supervisor and planned in the budget.

### **Unexcused Absence and Lateness**

We expect all of our employees to report to work on time for each workday and to continue to work until the end of that workday. Lateness will not be tolerated. An unsatisfactory attendance record and the taking of unauthorized break periods will result in disciplinary action.

**Your attendance record can be a significant factor in evaluating you for raises, promotions and retention.** It will also be one of the factors used to decide which employees will be laid off first should a reduction-in-force (RIF) become necessary.

### **Misuse of Leaves**

When a building administrator or supervisor suspects misuse of leave, he/she may require verification that the leave was used for the purpose intended. Misuse of leave may be grounds for disciplinary action or dismissal from Gering Public Schools.

## **Chapter VIII: Discipline and Termination/Resignation**

### **Disciplinary Procedures**

Gering Public Schools believes discipline is not meant to be punishment in any way. However, when it becomes necessary to improve an employee's performance or behavior from unacceptable to acceptable, our Progressive Discipline Policy enables us to do so in a fair and consistent way. Normal steps in the disciplinary process are outlined here. However, based on the seriousness of the offense, administration may enter into any level of disciplinary action or termination.

1. Discussion: This is a verbal discussion in which the building administrator or supervisor has a face-to-face conference with you to discuss your poor work performance or conduct and the need for correcting it.
2. Assessment: If there is little or no improvement after the discussion, the next step is a written assessment. The building administrator or supervisor completes a report. You have the right to read and discuss the report and comment in writing. The Superintendent may be present at the request of the building administrator, supervisor or you.

3. Discipline: After step two, if there is no marked improvement, the building administrator or supervisor will complete another written record of the second disciplinary action. The Superintendent may be present at the request of your building administrator or supervisor.
4. **Termination: After step three, if there is no marked improvement, you may be terminated. The building administrator or supervisor, along with the Superintendent, will conduct a review. An employee conference will be held and a determination of action will be made. The action may range from the continued opportunity to improve or dismissal. Each situation will be reviewed on an individual basis.**

Administration reserves the right to enter into any level of disciplinary action or termination based on the severity of the offense and the employee's work record.

### **Termination by Employer**

Termination may be made without prior notice or prior discipline, and it may be made without cause. When a decision is made to terminate, a conference will be held between the employee and the building administrator or supervisor. A written review of the documentation will be presented to the employee. The employee will have the opportunity to respond in writing on the termination form. Documents will be signed at the conclusion of the conference. Copies will be filed with the building administrator or supervisor and the Superintendent. A copy will be furnished to the employee. The terminated employee will receive his/her final paycheck within two weeks of the termination date or the next regular payday, whichever comes first.

Some examples of inappropriate conduct which may result in termination include but are not limited to the following:

1. Unauthorized absences
2. Commitment or conviction of any criminal act
3. Conduct unbecoming any employee in public service
4. Disorderly or immoral conduct
5. Unacceptable work performance
6. Elimination of the position (Reduction In Force)
7. Insubordination
8. Other reasons deemed appropriate by the administration or Board of Education

### **Resignation by Employee**

Whenever possible, classified and exempt employees are expected to give two (2) weeks' notice of intent to resign their employment in order to provide the district sufficient time to find a replacement. Written notice of resignation should be addressed to the appropriate building administrator or supervisor. An exit interview opportunity will be provided when an employee resigns.

**Accrued vacation time cannot be used during the two-week notice to resign employment.**

### **Right to Terminate at Will**

Just as a classified employee may decide to quit his/her employment, the district reserves the right to terminate employment with or without cause and with or without notice at any time at its sole discretion.

## **Chapter IX: Grievance**

Your complaints and issues, large or small, are of concern to Gering Public Schools. For this reason we have provided for you an effective means to bring your problems and complaints to the attention of the district.

Should a grievance arise between an employee of Gering Public Schools and his/her building administrator or supervisor, such grievance shall be taken up for settlement under the following procedure within seven (7) working days following the incident.

1. The employee(s) shall present the grievance orally to the employee's) immediate supervisor of record, with or without a representative of the employee's) choice present.
2. If a satisfactory adjustment of such grievance is not reached within three (3) workdays, it may be presented in writing to the building principal or immediate supervisor, or supervisor of record. The principal or supervisor will present a decision in writing to the employee(s) within five (5) workdays.
3. If a satisfactory adjustment of such grievance is not reached, it may be presented in writing to the Superintendent of Schools, or his or her designated representative, who will, within five (5) days, present a decision in writing to the employee.
4. If a satisfactory adjustment of such grievance is not reached, it may be presented in writing to the Board of Education. The decision of the Board of Education will be rendered in writing within thirty (30) days.

## **Chapter X: Breaks, Uniforms and Employee Identification Badges**

### **Lunch Breaks**

Classified employees who work an entire day (five (5) hours or more) shall receive at least a thirty (30) minute lunch break per day. **Lunch breaks are mandatory and cannot be used at the end of a workday to leave for the remainder of the day.** Lunch breaks should be scheduled so as to not disrupt building or departmental functions. Lunch breaks are uncompensated time. They do not count towards the number of hours you are required to work each day, as the time clock will automatically deduct 30 minutes per day for lunch unless other arrangements are made with the Central Office. If you leave the building for your lunch break, you are required to clock out on the time clock during the time you are gone.

### **Rest Breaks**

Rest breaks shall be fifteen (15) minutes in length each, for every four hours of work. Rest breaks cannot be used at the end of a workday to leave for the remainder of the day.

### **Leaving the Building**

Classified employees who leave the building for any personal errand are required to have prior approval by immediate supervisor and clock out on the time clock software during the time you are gone.

### **Employee Dress**

Employees are expected to dress appropriately for work. Please check with your building administrator or supervisor for guidelines.

### **Employee Identification Badges**

All employees are provided district picture identification badges through the Central Office. The badges are to help staff and students recognize authorized individuals and to increase school safety. Employee Identification Badges are required to be worn by all Gering Public Schools employees when on duty. The badges may be attached to either a lanyard or to your clothing using an alligator clip. **The badges are to be in full display at all times.**

## **Chapter XI: Expenses**

## Travel/Reimbursement

The board will reimburse employees for normal expenses for hotel, food, registration and transportation costs incurred while attending an authorized conference or other activities whose purpose is related to the instructional or operational improvement of the district. Your building administrator or supervisor must approve arrangements for attendance in advance, in writing.

Specific guidelines for travel reimbursement are as follows:

1. Each building administrator or supervisor may allow travel expenses for personnel under their direct supervision at a cost up to the limitations of their building budget.
2. Complete the appropriate Travel Voucher Form (available from the Business Office).
3. District vehicles are available for travel. If airline transportation is used, the most economical fare available will be allowed.
4. Meal receipts will be submitted to the accounts payable clerk upon your return. Your reimbursement will not exceed established per diem rates.
5. Lodging at actual costs. Receipts are required.
6. Registrations and other fees may be allowed. Receipts are required.
7. Other expenses may be allowed at actual costs. Receipts are required.

## In-district Travel

Some employees are required by the administration to have transportation available during the employee's scheduled hours of work. The Board of Education will reimburse this expense according to the following guidelines:

1. Mileage to be reimbursed at a rate specified by Internal Revenue Service Guidelines. No mileage for commuting from home will be reimbursed.
2. Mileage will be reimbursed by a daily log. Any random travel which is required by the district should be logged daily and submitted monthly to the building principal.
3. Requests for reimbursement will be turned in at the end of each month and paid on a monthly basis. Reimbursement requests must be submitted to Central office no later than the 10<sup>th</sup> day of the following month. Failure to submit mileage on time will result in forfeiture of payment.

## Compensation for Time Spent Traveling

Time spent traveling shall be considered hours worked if:

1. An employee is required to travel during regular working hours;
2. An employee is required to drive a vehicle or perform other work while traveling;
3. An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or

4. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-work days that correspond to the employee's regular working hours.

## **Chapter XII: Safety, Health and Asbestos**

### **Workplace Safety**

The school district is committed to providing and maintaining a safe and healthy work environment. This district recognizes its responsibility in protecting and conserving its human and financial resources.

### **Employee Protection**

A letter addressed to the Business Manager shall make a request for reimbursement for personal property damaged in an assault upon that employee. The letter shall include a full statement describing the assault, listing all damages incurred and noting the date, hour and witness(es).

### **Health Examinations**

Any employee whose assigned responsibilities require by statute a health examination, or any employee whose condition of health is thought to be essential to the welfare of pupils or employees may be required at any time to submit to a health examination by a physician or surgeon to be determined whether the employee can perform the essential functions of the employee's position with or without reasonable accommodations.

### **Blood Borne Pathogens**

For your own safety, you will be provided with information and training on Blood Borne Pathogens. This training will teach you how to take the necessary precautions against coming into contact with HIV or Hepatitis-B. Please protect yourself by learning these important steps. Remember, if circumstances place you in a situation where there is blood or other body fluid that you could come in contact with, you should treat the blood or body fluids as if they are infected. Your training will instruct you as to what to do in this case.

Gering Public Schools provides inoculations for our employees who work in “higher risk” positions with the Hepatitis-B vaccinations. Depending upon your position, you have the option of receiving the vaccination soon after you begin your employment.

**Chronic Infectious Diseases – Not Commonly Transmitted by Casual Contact**

The definitions of Chronic Infectious Diseases are those, which are carried throughout life by the infected person and have the potential to be transmitted. Disease-causing agents/organisms, which have not been commonly associated with casual contact transmittal, may include, but are not limited to Human Immunodeficiency (HIV) or Hepatitis B.

In the event it becomes known that an employee, or other frequent contact at Gering Public Schools, becomes infected with a chronic infectious disease not commonly associated with casual contract transmittal, the Superintendent of Schools shall make decisions about changes in the employment/education program of an employee on a case-by-case basis, relying on the available scientific and medical advice.

In regard to communicable/contagious disease, which is commonly associated with casual contact transmittal, the Superintendent of Schools will refer to Nebraska Statutes.

The person infected with a chronic infectious disease that is not spread by casual everyday contact, will be entitled to similar treatment by the school as other students and employees. The school shall provide a sanitary environment and establish and enforce routine guidelines for handling body fluids that are recommended by universal precautions.

**Communicable/Infectious Diseases Commonly Transmitted by Casual Contact**

The definition of Communicable/Infectious diseases is those which are carried for a limited period of time by the infected person and have the potential to be transmitted by casual, everyday contact.

The following are some of the common communicable/infectious disease for which employees will be excluded from work:

Measles (Rubeola)	Three-Day Measles	Ringworm	Chickenpox	Hepatitis A
Impetigo	Mumps	Head Lice	Scabies	Pinkeye
Shingles	Strep Infections			

Employees with a communicable disease may return to work when the signs and symptoms disappear and when the minimum isolation period, as recommended by the Nebraska State Health Department, has elapsed.

## **Asbestos**

Gering Public Schools has complied with the 1987 Asbestos-Containing Materials in Schools Rule. Each building has been inspected and the Asbestos Management Plan for the building is kept in the principal's office, as well as the Central Office. Interested persons may review the plan(s) during regular business hours.

## **Chapter XIII: Staff Development**

Gering Public Schools provides various staff development opportunities for classified employees. Staff members are expected to participate in these staff development activities as a means of on-the-job training. Employees are encouraged to share information on staff development activities with their supervisors as a means of continuously developing the district's awareness of and participation in quality staff development activities.

## **Chapter XIV: Evaluations and Conduct**

### **Transfer/Reassignment**

The assignment of any classified employee may be changed during the year when deemed advisable by the Superintendent or designees.

### **Duties**

The duties of all classified employees shall be defined in accordance with the job descriptions.

The job descriptions are of a general nature and duties assigned to an employee are not restricted to the items listed within the job description. Each employee will be responsible to the supervisor to whom they are assigned.

## **Evaluations**

Building administrators and supervisors shall perform, at a minimum, a formal annual evaluation of all classified staff. New employees will provide a reflection after their 8-week orientation period. Evaluation of support staff employees on their skills, abilities and competence shall be an ongoing process. The goal of the formal evaluation of classified staff shall be to maintain employees who meet or exceed the District's standards of performance, to clarify each employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the District and to develop a working relationship between the supervisor and employee. Building principals and supervisors are responsible for submitting Employee Evaluation Reports to the Superintendent or designee no later than June 1<sup>st</sup> of each year. Building principals and supervisors are to conference with employees regarding their evaluations

## **Conduct**

District employees have many opportunities to contribute to the positive, caring image of the school system. Courtesy, tact, patience, friendliness, cooperation and an optimistic attitude are highly valued attributes of employees along with proficiency and skill in job assignments. All employees are expected to treat everyone with respect and understanding. Efforts by employees to contribute to the positive educational environment in the buildings are greatly appreciated.

Classified employees are expected at all times to conduct themselves in a positive manner in order to promote the best interests of the district. Appropriate employee conduct includes:

1. Treating all visitors and co-workers in a courteous manner
2. Refraining from behavior or conduct that is offensive or undesirable.
3. Reporting to administration suspicious, unethical or illegal conduct.
4. Reporting to administration any threatening or potentially violent behavior by co-workers.
5. Wearing clothing appropriate for the work being performed.
6. Performing assigned tasks efficiently and in accord with established quality standards.
7. Reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned start time and throughout the work day.
8. Giving proper advance notice whenever unable to work and reporting absence according to established procedures.
9. Adhering to the district-wide no tobacco restriction.
10. Maintaining cleanliness and order in the workplace.
11. Following all district policies approved by the Board of Education.

The responsibility for acceptable conduct and attire rests with the employee. Building principals or supervisors shall advise employees as to the acceptable and expected standards of the job.

## **Drug Free Schools/Workplace**

Gering Public Schools is committed to providing a working environment that is safe and provides appropriate motivation to ensure a creative and productive workforce. To this end, the district unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol. Acknowledgement of understanding and receipt of board standards and policies forms must be filled out by each employee. The school district further finds that, aside from the workplace, the unlawful manufacturing, sale, distribution, possession, being under the influence or unlawful use of illicit drugs or alcohol by employees of the school district, constitutes a substantial interference with school purposes, is connected with the school district and presents a variety of risks which are unacceptable, and will constitute a reason for disciplinary action. In the event of any non-compliance by any employee, the employee may be disciplined. This may include ending employment. Any employee of this school district who has been charged or convicted of any violation of law involving illicit drugs or drug paraphernalia or alcohol must immediately report such charge or conviction to the Superintendent of Schools or the Superintendent's designee. Failure to report may result in disciplinary action.

### Definitions:

“School premises” shall mean any property, whether owned, leased or in any other manner under the control of the Board of Education of the school district. “Outside of the Workplace” shall mean at all times other than on “school premises” or as part of the school activities.

## **Tobacco-Free Workplace**

It is the intent of the Board of Education of the Gering Public Schools to create a tobacco-free environment within the Gering Public Schools. Because we value our students and employees, the promotion of health, safety and well-being is one of our utmost concerns.

A policy has been implemented banning the use of all tobacco products on all Gering Public Schools property and in all school-owned vehicles. Tobacco use by the general public or adult employees is prohibited. All rules and regulations which deny student use of tobacco, both inside buildings and on school grounds, remain in force. Appropriate signs will be placed at the entrance of buildings and other appropriate locations, advising all persons that our buildings and grounds are a tobacco-free environment. The school district will provide information to employees concerning tobacco use cessation programs.

## **Unlawful Acts by Employees**

The Gering Public Schools Board of Education recognizes the value of providing an educational setting that is safe and secure and that provides proper role modeling for our students, staff and visitors.

The school setting should promote good citizenship through the behaviors that are modeled and taught. To encourage this action and to address any violations of good citizenship, the following standards will apply:

Any employee charged or convicted in any unlawful act, in violation of federal, state or local criminal or other applicable law at any time or place, whether on or off duty, may be subject to disciplinary action if, in the judgment of the Superintendent of Schools or the Superintendent's designee, the charge or conviction in the unlawful act constitutes a substantial interference with school purposes.

Any employee who has been charged or convicted of any unlawful act shall immediately report such charge or conviction to the Superintendent of Schools or the Superintendent's designee. Generally, speeding tickets and such infractions need not be reported.

## **Preventing Harassment and Discrimination of Employees, Students and/or Volunteers**

Gering Public Schools is committed to complying with all state and federal laws prohibiting discrimination and to taking any necessary measures to assure compliance with such laws against any prohibited form of discrimination. Unlawful discrimination or harassment of any kind by employees of Gering Public Schools is prohibited. In addition, Gering Public Schools will try to protect employees, students and volunteers from discrimination or harassment by non-employees and others in the workplace.

For purposes of this policy, discrimination or harassment based on a person's race, color, religion, national origin, sex, age, disability, marital status, or pregnancy, or other protected conditions is prohibited. The following are general definitions of what might constitute prohibited harassment.

- In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, national origin, sex, age, disability, marital status, pregnancy, or other protected conditions constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work environment.
- Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults, or intimidation based on a person's age.
- Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or

physical or verbal conduct of a sexual nature by supervisors or others in the workplace. Sexual harassment may exist when:

1. Supervisors or managers make submissions to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion or retention);
  2. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
  3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working classroom or educational environment.
- Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender – specific traits; foul or obscene language or gestures; displays of foul or obscene printed or visual material; and physical contact, such as patting, pinching or brushing against another's body.

### **Complaint and Grievance Procedures to Respond to Harassment and Discrimination**

- An employee who is affected by a violation of Gering Public Schools' anti-harassment and discrimination policy should initially report all instances of discrimination or harassment to the employee's immediate supervisor. However, if the employee is uncomfortable in presenting the problem to the immediate supervisor, or if the immediate supervisor is the problem, the employee is permitted and encouraged to go to the next level of supervision. The failure on your part to report the harassment may deprive you of certain legal rights.
- If the employee's complaint is not resolved to his or her satisfaction within five (5) to ten (10) working days, or if the discrimination or harassment continues, the employee should report the complaint to the Superintendent of Schools. If a satisfactory arrangement or resolution of the complaint or grievance cannot be obtained through the Superintendent, the complaint may be submitted to the Board of Education of Gering Public Schools.
- All persons to whom a complaint or grievance reported are to thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action up to and including discharge of offending employees, etc. may be taken. Under no circumstance will any employer threaten or retaliate against an employee for alleging a violation of this policy.

### **Nepotism**

More than one family member may be an employee of the school district. Prior to any interview or in-district transfer that would result in one family member supervising another family member; the board must be made aware of nepotism concerns.

### **Employee Conflict of Interest**

Employees' use of their position with the school district for financial gain shall be considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the Superintendent.

If the approval of the Superintendent is given, the employee must conduct the solicitations within the conditions set by the Superintendent. Further, the Superintendent may, upon five (5) days' notice, require the employee to cease such solicitations as a condition of continued employment.

Employees shall not act as an agent or a dealer for the sale of textbooks or other school supplies. Employees shall not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees shall not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It shall also be a conflict of interest for an employee to engage in any outside employment or activity that is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest shall be deemed to exist shall include, but is not limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment, and supplies or the use of the school district's badge, uniform, business card or other evidence of office to give the employee's immediate family an advantage or monetary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.
2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the school district for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.

3. The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment of the activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

It shall be the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

### **Use of Cell Phones**

Cell phone use is allowed during non-contact time with students and needs to be used in an area where students are not present. In the case of emergencies, please see the building principal or administrator concerning use of cell phones.

### **Internet, Computers and Network Resources**

The Board supports the use of computers, technology and the Internet in the District's instructional program as a resource to educate and inform. The use of these resources shall be consistent with the curriculum adopted by the School District and shall be employed in an appropriate and responsible manner to meet the varied instructional needs, learning styles, abilities and developmental levels of students.

### **Procedures and Guidelines**

The Superintendent shall develop and implement appropriate procedures to provide guidance for computer use and Internet access. Guidelines shall address teacher supervision of computer use, ethical use of electronic media, and the District's ownership and right of administrative review of

electronic files and communications. The term “electronic media” includes, but is not limited to, the Internet, e-mail and other technological resources.

These guidelines shall prohibit utilization of networks for inappropriate or illegal activities, the intentional spreading of embedded messages (viruses) or the use of other programs with the potential of damaging or destroying programs, data or equipment. Guidelines will describe the District's limitation of liability and will establish that the use of computers, technology and the Internet is a privilege, not a right. Violation of the procedures and guidelines will result in cancellation of those privileges and appropriate disciplinary action.

### Technology Protection Measure

The District will implement a technology protection measure that will block or filter Internet access to visual depictions that are obscene, pornographic or of a harmful nature to minors. Operation of this measure will be monitored and enforced during use of computers by minors.

### Audit of Use

Users with network access shall not utilize District resources to establish electronic mail accounts through third-party providers or any other nonstandard electronic mail system. Participation in chat rooms is prohibited without specific prior approval by the system administrator. The Superintendent shall establish a process to determine whether the District's education technology is being used for purposes prohibited by law or for accessing prohibited materials. The process may include, but not be limited to:

- Utilizing blocking/filtering software.
- Turning off the "auto load images" feature of the Internet browser.
- Using a proxy server to control accessible websites.

### Staff Use

A written staff agreement form will be required for all employees having access to electronic media. Staff shall confine e-mail use to work-related purposes and only limited, incidental personal use. The agreement form will refer to the procedures and guidelines for use of computers and the Internet, describe prohibitions and limitations on the use of these resources and state the employee's responsibility for the security of individual passwords.

### Disregard of Rules

Individuals who refuse to sign required acceptable use documents or who violate District rules governing the use of District technology shall be subject to loss or restriction of the privilege of using computers, technology or the Internet and related resources.

### Responsibility for Damages

Individuals shall reimburse the Board for repair or replacement of District property lost, stolen, damaged, or vandalized while under their care.

### Advertising and Promotion

Except as may be expressly authorized by the Board of Education, no employee shall permit any commercial advertising to be announced, distributed, or otherwise promoted in or through the schools; endorse a specific brand product; or recommend, prescribe, or suggest that students use performance-enhancing products, including dietary supplements which are intended to be ingested, inhaled or injected.

### Confidentiality

Employees should not discuss school matters outside the job nor discuss confidential or personal information about students or staff. Requests from anyone, including fellow building staff members, for personal information about students should be referred to the principal.

### Professional Boundaries

School district employees are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students. They may be friendly with students; but they are the students' teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees' conduct and interactions with students and to material they post on personal websites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee's professionalism or ability to maintain the respect of students and parents may impair his or her

ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

Staff members are required to be educators and adult authority figures to children and students. The relationship with students is not as peers, social equals, or friends.

Even the appearance of inappropriate boundaries may significantly damage an educator's reputation. The best way for educators to protect themselves from false accusations is to avoid behavior that can be misconstrued.

Observing the following professional boundaries will help protect students, staff members, and the school.

- Private meetings with students
  - Never remain alone with a student behind a closed door;
  - Never remain alone with a student in a classroom outside of the regular school day without informing the principal;
  - Do not permanently cover classroom windows in a way that restricts viewing from the outside. All school rooms in which staff and students interact should have unobstructed windows allowing clear views of the room;
  - Coaches should never meet alone with students behind closed doors – especially if the room lacks windows or has covered windows;
  - If you must have a difficult conversation with a student – and you are concerned that a student may misinterpret or misrepresent what occurred in your meeting – ask a fellow staff member to be present for the meeting.
  
- Guidelines for Staff Members, Coaches, and Extra-Curricular Program Managers
  - Staff members should avoid driving individual students to or from games, practices, or events unless there is some type of medical or weather emergency;
  - When traveling with a team, a coach or other adult school representative should never be alone in a room with a student;
  
- Fraternization with Students – In general, the role of the school staff member is that of an authority figure rather than that of a peer or friend.
  - Avoid counseling students in non-school matters;
  - Avoid meeting students away from school grounds unless part of a school-sponsored event;
  - Do not regularly transport students in your personal car or ride with them in their car;
  - Never allow students to have access to your personal vehicle;
  - Do not tell sexually-themed jokes, make sexual comments or provide students with access to sexually-oriented material;
  - Do not make comments about a student's body;
  - Do not have any discussions with students regarding romantic or sexual activities;

- Never invite students to your home unless it is a school sponsored activity and another adult staff member is present at all times; and
- Never touch a student in a manner that a reasonable person could interpret as inappropriate.
- The Growing Role of Personal Technology
  - Social Networking – remember that the role of school staff members is an adult authority figure to minors, not as a friend or social peer. Do not “friend” or “follow” students on social networking sites such as Facebook, Twitter, Instagram, Snapchat, etc.
  - Telephone, Texting, and Email – do not provide your home phone number or cell phone number to students. If you must communicate electronically with students, make conversations brief and limit the content to school matters only. Avoid corresponding with students via email or text, especially one-on-one. If students have your email or phone number, students (or the school provides a school email), limit communications to school matters only, and only communicate with groups and include other adults, like colleagues, administrators, and parents into the conversations.

### **Staff and District Social Media Use**

#### A. General Use and Conditions

1. Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board’s policy on professional boundaries between staff and students at all times and in both physical and digital environments.
2. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.
3. Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member’s supervising administrator.

## **Chapter XV: Other**

### **Accidents and Safety**

All injuries to students and adults that occur on district-owned grounds or in district-owned buildings, or during the job duties off premises, no matter how trivial, should be reported to the supervisor or principal immediately. Depending on the seriousness of the injury, the injured person should either be taken to his/her doctor or to the hospital and a request for a doctor made to the office of the doctor specified.

### **Collection of Meal Charges**

The Gering Public School food service department utilizes a computerized point-of-sale system, Infinite Campus. Staff is provided an account through the enrollment process. Money deposited into this account can be used for the purchase of breakfast, lunch, milk and ala carte items.

Gering Public Schools expects all staff members to be responsible for monitoring their individual Café account and maintaining a positive balance. The building Principal's office will notify the individual staff member of negative account balances. In the event a staff member's account reaches a negative balance of \$10, no extra meals or ala carte items can be charged. Staff members who have a negative balance may have their wages garnished to cover the cost.

### **Transportation Supervision**

Coaches and activity sponsors will travel to and from all away events on school-provided transportation. Coaches/Sponsors should not drive their own vehicles to any event unless adequate supervision (another coach/sponsor) is provided for the bus also going. This should only be done for unusual circumstances and will need to be pre-approval by the Activities Director.

The buses and other transportation vehicles should be recognized as a part of the entire activity system and no conduct should be allowed that reflects adversely on the individual, team, or school. Team members should never stick or throw anything out of the windows of a bus used to transport activity participants. When a bus or other school transportation vehicle returns after an away event, the team should remove any garbage that they bring onto or find on the transportation vehicle. Coaches/sponsors are required to check the condition of the transportation vehicle before it leaves or is parked for the evening.

All players are to use school-provided transportation. If a parent wishes to take a student-athlete home from an away event, he/she must follow the proper protocol established in the student handbook and supported by the activities department. Under no circumstances is a student to ride home with another student.

In the case of both female and male participants riding together to or home from an event, coaches/sponsors will designate the front of the transportation vehicle for one group and the back

for the other. Coaches/sponsors are expected to be seated between the two groups. On the return trip home from the event, coaches/sponsors may allow the groups to switch places.



Learners Today  
LEADERS TOMORROW

# **Certified Staff Handbook**

## **2023-24 School Year**

# Table of Contents

[Table of Contents](#)

[Notice of Nondiscrimination](#)

[Equal Employment Opportunity](#)

[INTRODUCTION](#)

[School Mission Statement](#)

[Board of Education](#)

[District Facilities](#)

[Administrative Staff](#)

[School Calendars and Schedules](#)

[Chapter 1 - Personnel Records](#)

[Section 1-A Employee Records & Social Security Numbers](#)

[Section 1-B Retention and Disposal of Employee Records](#)

[Chapter 2 - Orientation](#)

[Section 2-A Orientation](#)

[Section 2-B Mentoring](#)

[Section 2-C Required Employee Paperwork](#)

[Section 2-D Change of Address](#)

[Chapter 3 - Employment Procedures](#)

[Section 3-A Recruitment and Selection](#)

[Section 3-B Job Postings](#)

[Section 3-C Hiring](#)

[Section 3-D Salary](#)

[Section 3-E Certification](#)

[Section 3-F Teacher Contracts](#)

[Section 3-G Resignation or Request for Release from Contract](#)

[Section 3-H Termination](#)

[Section 3-I Reduction in Force](#)

[Chapter 4 - Employment Laws](#)

[Section 4-A Equal Employment Opportunity](#)

[Section 4-B Age Discrimination Act](#)

[Section 4-C Americans with Disabilities \(ADA\)](#)

[Section 4-D Drug and Alcohol Testing Program & Procedures](#)

[Section 4-E Family and Medical Leave](#)

[Section 4-F Disclosure and Protection of Employee Health Information](#)

[Section 4-G Substance-Free Workplace](#)

[Section 4-H Facilities for Milk Expression](#)

[Chapter 5 - Attendance & Absence](#)

[Section 5-A Certificated Employee Work Day](#)

[Section 5-B Severe Weather and School Cancellations](#)

[Section 5-C Teacher Attendance and Punctuality](#)

## Chapter 6 - Employee Benefits

<u>Section 6-A</u>	<u>Health &amp; Dental Insurance</u>
<u>Section 6-B</u>	<u>COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)</u>
<u>Section 6-C</u>	<u>Section 125 Flexible Benefits Plan</u>
<u>Section 6-D</u>	<u>WORKER'S COMPENSATION</u>
<u>Section 6-E</u>	<u>LONG TERM DISABILITY INSURANCE</u>
<u>Section 6-F</u>	<u>VOLUNTARY GROUP LIFE INSURANCE</u>
<u>Section 6-G</u>	<u>Retirement - Nebr. School Employees Retirement System</u>
<u>Section 6-H</u>	<u>TAX SHELTERED ANNUITIES</u>

## Chapter 7 - Employee Leaves v

<u>Section 7-A</u>	<u>FMLA (Family Medical Leave)</u>
<u>Section 7-B</u>	<u>Employee Jury Duty Leave</u>
<u>Section 7-C</u>	<u>Leaves</u>
<u>Section 7-D</u>	<u>Leave Request Changes</u>

## Chapter 8 - Employee Expectations

<u>Section 8-A</u>	<u>Professional Practices Criteria (Rule 27)</u>
<u>Section 8-B</u>	<u>Conduct</u>
<u>Section 8-C</u>	<u>Employee Behavior as a Model to Students</u>
<u>Section 8-D</u>	<u>Employees With Tattoos and/or Body Piercings</u>
<u>Section 8-E</u>	<u>Assessment Security</u>
<u>Section 8-F</u>	<u>Tutoring</u>
<u>Section 8-G</u>	<u>Anti-Bullying</u>
<u>Section 8-H</u>	<u>Employee Dress</u>
<u>Section 8-I</u>	<u>Student Discipline</u>
<u>Section 8-J</u>	<u>Student Restraint and Seclusion</u>
<u>Section 8-K</u>	<u>Key Security Procedures</u>
<u>Section 8-L</u>	<u>Lesson Plans</u>
<u>Section 8-M</u>	<u>Substitute Teacher Preparation</u>
<u>Section 8-N</u>	<u>Purchasing Procedures</u>
<u>Section 8-O</u>	<u>Communication Systems</u>
<u>Section 8-P</u>	<u>Internet Acceptable Use</u>
<u>Section 8-Q</u>	<u>Staff Use of Computers, Technology, and the Internet</u>
<u>Section 8-R</u>	<u>Professional Boundaries</u>
<u>Section 8-S</u>	<u>Staff and District Social Media Use</u>
<u>Section 8-T</u>	<u>Transportation Supervision</u>
<u>Section 8-U</u>	<u>Meal Charges</u>

## Chapter 9 - Grievance & Complaint Procedures

<u>Section 9-A</u>	<u>Grievance Procedure</u>
--------------------	----------------------------

## Chapter 10 - Workplace Procedures

<u>Section 10-A</u>	<u>School Funds</u>
<u>Section 10-B</u>	<u>Credit Cards</u>
<u>Section 10-C</u>	<u>Checking In and Out</u>
<u>Section 10-D</u>	<u>Distribution of Information</u>
<u>Section 10-E</u>	<u>Inventories</u>
<u>Section 10-F</u>	<u>Personal Property</u>
<u>Section 10-G</u>	<u>Political Campaigns and Issues</u>

<a href="#"><u>Section 10-H</u></a>	<a href="#"><u>Tobacco-Free Schools</u></a>
<a href="#"><u>Chapter 11 - Anti-Harassment</u></a>	
<a href="#"><u>Section 11-A</u></a>	<a href="#"><u>Harassment by Employees</u></a>
<a href="#"><u>Section 11-B</u></a>	<a href="#"><u>Harassment Investigating and Reporting</u></a>
<a href="#"><u>Chapter 12 - Employee Relations</u></a>	
<a href="#"><u>Section 12-A</u></a>	<a href="#"><u>Nepotism</u></a>
<a href="#"><u>Section 12-B</u></a>	<a href="#"><u>Conflict of Interest</u></a>
<a href="#"><u>Chapter 13 - Expenses</u></a>	
<a href="#"><u>Section 13-A</u></a>	<a href="#"><u>Expense Reimbursement: Travel</u></a>
<a href="#"><u>Chapter 14 - Safety Procedures</u></a>	
<a href="#"><u>Section 14-A</u></a>	<a href="#"><u>Workplace Safety</u></a>
<a href="#"><u>Section 14-B</u></a>	<a href="#"><u>Employee ID Badges</u></a>
<a href="#"><u>Section 14-C</u></a>	<a href="#"><u>Workers Compensation/Injuries</u></a>
<a href="#"><u>Section 14-D</u></a>	<a href="#"><u>Personal Property Damage</u></a>
<a href="#"><u>Section 14-E</u></a>	<a href="#"><u>Personal Property Damage</u></a>
<a href="#"><u>Section 14-F</u></a>	<a href="#"><u>Employee Physical Examinations</u></a>
<a href="#"><u>Section 14-G</u></a>	<a href="#"><u>Communicable Diseases</u></a>
<a href="#"><u>Section 14-H</u></a>	<a href="#"><u>Asbestos</u></a>
<a href="#"><u>Section 14-I</u></a>	<a href="#"><u>Emergency Procedures</u></a>
<a href="#"><u>Section 14-J</u></a>	<a href="#"><u>Bloodborne Pathogens</u></a>
<a href="#"><u>Chapter 15 - Professional Growth</u></a>	
<a href="#"><u>Section 15-A</u></a>	<a href="#"><u>Professional Growth</u></a>
<a href="#"><u>Chapter 16 - Teacher Evaluation</u></a>	
<a href="#"><u>Section 16-A</u></a>	<a href="#"><u>Certificated Employee Evaluation</u></a>
<a href="#"><u>Section 16-B</u></a>	<a href="#"><u>Certificated Employee Evaluation Forms</u></a>

# Notice of Nondiscrimination

(Board Policies 103, 402.1, 501)

Gering Public Schools does not discriminate on the basis of race, color, national or ethnic origin, religion, age, sex, sexual orientation or gender identity, marital status, pregnancy, disability or other protected conditions or statuses in its educational programs, activities or employment policies as required by the Nebraska Equal Education Opportunity Act, Title VI and Title VII of the 1964 Civil Rights Act, Title IX of the 1972 Education Amendments, Section 504 Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

The following persons have been designated to handle inquiries regarding nondiscrimination policies:

**Students:** Byron Olsen, Director of Student Services, 1519 10th Street, Gering, NE 69341 (308) 436-3125 (bolsen@geringschools.net).

**Employees and Others:** Stacy Rodriguez, Business Manager, 1519 10th Street, Gering, NE 69341 (308) 436-3125 (srodriguez@geringschools.net).

The Superintendent of Gering Public Schools will coordinate compliance. Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the Superintendent of Schools.

Any person who believes she or he has been discriminated against, denied a benefit or been excluded may grieve such matters using the adopted grievance procedures of the Gering Public School District. Such procedure shall provide for prompt and equitable resolution of complaints alleging acts of discrimination.

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 One Petticoat Lane, 1010 Walnut Street, #320, Kansas City, Missouri 64106, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device).

## Equal Employment Opportunity

(Board Policies 402.01, 406.02, 412.02)

The Gering Public School District shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state, and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district shall be non-discriminatory in major job categories where women, men, minorities, and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually. The Director of Curriculum and Assessment and/or Director of Business Services shall serve as the non-discrimination compliance coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and the Nebraska Department of Education for the position for which they apply. In employing individuals, the district shall consider the qualifications, credentials, and records of applicants without regard to race, color, sex, national origin, religion, age, or disability.

Advertisements and notices for vacancies within the district shall contain the following statement: “The Gering Public School District is an equal employment opportunity (EEO/non-discrimination) employer.” This statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, shall be directed to the non-discrimination compliance coordinator by writing to Kory Knight or Stacy Rodriguez, Non-Discrimination Compliance Coordinator, Gering Public Schools, 1519 10th Street, Gering, NE, 69431; or by phone 308-436-3125.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, can also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, 10220 North Executive Hills Blvd, 8th Floor, Kansas City, MO, 64153, 816-880-4200; or the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th Floor, PO Box 94394, Lincoln, NE, 69509, 402-471-2024.

## ***Introduction***

Gering Public Schools serves approximately 2,000 students with an average student-to-teacher ratio of 18:1. The district believes that quality education begins with a quality staff and collaborative partnerships with local businesses and community agencies.

All three K-5 elementary schools offer all-day early childhood programming. Lincoln Elementary also offers a half day option. Gering Middle School serves students in grades 6-8 and Gering High School serves grades 9-12. The High Ability Learner (HAL) program serves intellectually gifted students in grades 3-12, and our comprehensive special education (SPED) program provides a wide variety of services for our students with special needs.

Career Academies and work-based learning opportunities are in place at the high school. In addition, LINKS is a specialized program that provides an alternative, flexible learning environment for high school students.

The representative for Nebraska's 3rd District, Adrian Smith, graduated from Gering High School in 1989. Since the first graduating class, Gering Public Schools, in cooperation with the community, has strived to prepare students to pursue their goals for the future.

## ***School Mission Statement***

### **Educational Philosophy of Gering Public School**

(Policy 102)

Gering Public Schools exists to equip today's learners with the skills necessary to be tomorrow's leaders. The vision of the district is to provide a collaborative community, inspiring excellence and innovation in teaching and learning to empower student growth and leadership in school and life.

The district seeks to satisfy this mission by developing and maintaining:

1. Qualified and competent administrative, teaching, paraprofessional, and other support staff;
2. A supportive learning environment which includes:
  - A welcoming and inviting structure that is emotionally safe, nurturing, supportive, and disciplined; respect, trust, integrity, and regard for self and others; and honors diversity;
  - Learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
  - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behaviors.
3. Safe, clean and supportive facilities and learning environments;
4. Comprehensive support programs and services that meet the diverse needs of all students;
5. Integrated, planned curriculum that:
  - Prepares students to achieve state standards and such additional standards as are established by the Board of Education;
  - Is appropriate for the developmental level of the students;

- Addresses diverse learning needs;
- Instills a passion for learning and the importance of life-long learning;
- Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use information;
- Develops expected work ethics, as well as group participation and leadership skills;
- Incorporates character education and multicultural education, including respect for diversity;
- Provides for application of technology in all learning areas;
- Provides access to advanced courses;
- Implements an organized schedule that is functional and meets student needs in all curriculum areas.

## ***Board of Education***

Members serve four-year terms, and receive no compensation for their work. Elections are held every two years. Board members act within the framework of rules set forth by the Nebraska State Board of Education and State and Federal laws. Current members are as follows:

<b>Name:</b>	<b>Board Committee:</b>	<b>Service Details:</b>	<b>Email:</b>
Brian Copsey, <i>President</i>	Facilities & Finance	Elected in 2015; current term expires in 2026.	<a href="mailto:bcopsey@geringschools.net">bcopsey@geringschools.net</a>
B.J. Peters, <i>Vice President</i>	Curriculum & Personnel	Elected in 2004; current term expires in 2024.	<a href="mailto:bjpeters@geringschools.net">bjpeters@geringschools.net</a>
Josh Lacy	Facilities & Finance	Elected in 2017; current term expires in 2024.	<a href="mailto:jlacy@geringschools.net">jlacy@geringschools.net</a>
Greg Trautman	Curriculum & Personnel	Elected in 2022; current term expires in 2026.	<a href="mailto:gtrautman@geringschools.net">gtrautman@geringschools.net</a>
Tracy Wiese	Curriculum & Personnel	Elected in 2021; current term expires in 2024.	<a href="mailto:twiese@geringschools.net">twiese@geringschools.net</a>
John Maser	Facilities & Finance	Elected in 2022; current term expires in 2026.	<a href="mailto:jmaser@geringschools.net">jmaser@geringschools.net</a>

## ***District Facilities***

<b>Building:</b>	<b>Address:</b>	<b>Phone Number:</b>	<b>Hours of Operation:</b>
Central Office	1519 10th Street	(308) 436-3125	7:30 a.m. - 4:30 p.m.
Geil Elementary	1600 D Street	(308) 436-2545	7:55 a.m. - 3:25 p.m.
Lincoln Elementary	1725 13th Street	(308) 436-2350	7:50 a.m. - 3:20 p.m.
Northfield Elementary	1900 Flatten Ave.	(308) 436-5555	7:55 a.m. - 3:25 p.m.
Gering Middle School	800 Q Street	(308) 436-3123	8:00 a.m. - 3:24 p.m.
Gering High School	1500 U Street	(308) 436-3121	8:00 a.m. - 3:35 p.m.

## *Administrative Staff*

<b>Building:</b>	<b>Name:</b>	<b>Position:</b>	<b>Email:</b>
Central Office	Dr. Nicole Regan	<i>Superintendent of Schools</i>	<a href="mailto:nregan@geringschools.net">nregan@geringschools.net</a>
	Jennifer Sibal	<i>Director of Communications</i>	<a href="mailto:jsibal@geringschools.net">jsibal@geringschools.net</a>
	Byron Olsen	<i>Director of Student Services</i>	<a href="mailto:bolsen@geringschools.net">bolsen@geringschools.net</a>
	Kory Knight	<i>Director of Curriculum</i>	<a href="mailto:kknight@geringschools.net">kknight@geringschools.net</a>
	Stacy Rodriguez	<i>Business Manager</i>	<a href="mailto:srodriguez@geringschools.net">srodriguez@geringschools.net</a>
	David Ferreyra	<i>Payroll Administrator</i>	<a href="mailto:dferreyra@geringschools.net">dferreyra@geringschools.net</a>
	Jordan Roseborough	<i>Director of Technology</i>	<a href="mailto:jroseborough@geringschools.net">jroseborough@geringschools.net</a>
	Curt Hanson	<i>Director of Maintenance</i>	<a href="mailto:chanson@geringschools.net">chanson@geringschools.net</a>
Geil Elementary	Angela Morris	<i>Building Principal</i>	<a href="mailto:amorris@geringschools.net">amorris@geringschools.net</a>
Lincoln Elementary	Jesse Neugebauer	<i>Building Principal</i>	<a href="mailto:jneugebauer@geringschools.net">jneugebauer@geringschools.net</a>
Northfield Elementary	John Wiedeman	<i>Building Principal</i>	<a href="mailto:jwiedeman@geringschools.net">jwiedeman@geringschools.net</a>
Gering Middle School	Julie Siebke	<i>Building Principal</i>	<a href="mailto:jsiebke@geringschools.net">jsiebke@geringschools.net</a>
	Jon Hutchison	<i>Assistant Principal</i>	<a href="mailto:jhutchison@geringschools.net">jhutchison@geringschools.net</a>
	Barb Harder	<i>Assistant Activities Director</i>	<a href="mailto:bharder@geringschools.net">bharder@geringschools.net</a>
Gering High School	Mario Chavez	<i>Building Principal</i>	<a href="mailto:mchavez@geringschools.net">mchavez@geringschools.net</a>
	Crystal Palser	<i>Assistant Principal</i>	<a href="mailto:cpalser@geringschools.net">cpalser@geringschools.net</a>
	Keaton Green	<i>Assistant Principal</i>	<a href="mailto:kgreen@geringschools.net">kgreen@geringschools.net</a>
	Shawn Seiler	<i>Activities Director</i>	<a href="mailto:sseiler@geringschools.net">sseiler@geringschools.net</a>

For other staff contacts, visit the district website at [www.geringschools.net](http://www.geringschools.net)

## *School Calendars and Schedules*

The school district calendar is found in Appendix A.

Staff work calendars are provided in Appendix B.

Staff scheduling is determined by Administrative Staff, and communicated accordingly upon hire. On occasion, temporary adjustments may be required on occasion to meet the needs of the district.

**Mandatory Attendance Days:** Gering Public Schools has the right to identify blackout periods when PTO requests cannot be approved. Blackout periods include events such as mandatory training days, district-wide professional development days, etc. and will be communicated in writing by the Superintendent of Schools. When possible, these dates will be reflected in advance on staff work calendars for planning purposes.

In the event a blackout period must be added to the calendar after the start of the school calendar year, at least a 3-business days written notice shall be provided prior to the implementation of a blackout period.

The district understands that emergencies occasionally arise, and requests for an accommodation will be reviewed on a case-by-case basis. Staff members are expected to submit these requests in writing to the Superintendent of Schools and Building Administrator with as much notice as possible for consideration.

**District Summer Hours:** The district will close all offices (including Central Office) on all Fridays during the summer months at noon effective the first Tuesday after Memorial Day and these hours will remain in place until the first week of August.

Please note: The specific dates that summer hours will start and end each year will vary slightly due to the calendar.

These summer hours include all staff, except summer school staff members who may follow an alternative schedule. Any exceptions need to be approved through the Business Office (i.e., summer school, etc.)

Summer hours will be Monday-Thursday: 7:00 a.m. to 4:30 p.m. with an unpaid 30-minute lunch break.

Deviations from this schedule must be approved through the Superintendent of Schools and Business Manager.

**School Cancellation:** The safety of students and staff is very important to the District. We also recognize that certain staff members are essential to district operations; therefore, in the event of school closure, 12-month classified employees, administrators and secretaries need to report to work as soon as safely possible in order to answer the phones and help students that come to school to make arrangements for safe rides back home.

Additionally, in the event of inclement weather, district maintenance and custodial teams will be responsible for the removal of snow from sidewalks and parking lots to ensure patron safety.

Once those issues have been handled, staff should consult with the supervising administrator on finishing the work day at the school office or taking work home to finish. If employees cannot get to work or choose to not work the remainder of the day, they have the following options to cover lost wages:

- Accrued personal leave may be applied (full-time employees only).
- Vacation leave may be applied (12-month employees only).

**Decision To Close Schools and Communication:** The Superintendent of Schools will decide if school is open or closed for that day. Once notified, Administrative Staff will start their building calling chain when applicable. Additionally, the Director of Communications or other designated staff members will generate an Infinite Campus message (phone call and/or text message) to all district staff and families, and notify local news media when inclement conditions warrants such action. The information is broadcast regularly by radio and television stations.

**Weather-Related Closure or Impacts:** 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) whether to have school or not.

The decision to cancel school is never an easy one, but the decision will always be made with student and staff safety at the forefront. In some instances, schools will be open, but certain services may be canceled (bus transportation, kindergarten, student activities).

If the school district does not close despite inclement conditions, but a staff member does not report for the scheduled workday time off will be considered personal leave or unpaid.

**Severe Weather During the School Day:** The Superintendent of Schools is authorized by the Board of Education to close school in case of severe weather. 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 will be notified by Administrative Staff and families will be notified via media broadcast and Infinite Campus messenger when possible.

Certified staff and administrators will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

If, because of inclement conditions, students and employees are dismissed early, employees will be compensated for the remainder of the scheduled workday.

## ***Chapter 1 - Personnel Records***

Section 1-A

EMPLOYEE RECORDS & SOCIAL SECURITY NUMBERS

Section 1-B

RETENTION AND DISPOSAL OF EMPLOYEE RECORDS

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### **Section 1-A**

### **Employee Records & Social Security Numbers**

(Board Policy 402.06, 403.01)

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The school district shall maintain personnel records on employees. The records are important for the daily administration of educational programs, for implementing board policy, for budget and financial planning, and for meeting state and federal requirements.

The records shall include, but not be limited to, records necessary for the daily administration of the school district, salary records, evaluations, application for employment, references, and other items needed to carry out board policy. Employee personnel files are school district records and are considered confidential records and therefore are not generally open to public inspection or accessibility. Only in certain limited instances, when the employee has given signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

Employees may have access to their personnel files, with the exception of letters of reference, and copy items from their personnel files at a time mutually agreed upon between the Superintendent and the employee. The school district may charge a reasonable fee for each copy made. However, employees will not be allowed to access the employment references written on behalf of the employee. Board members will generally only have access to an employee's file when it is necessary because of an employee related matter before the board.

Employee personnel files will be kept current on all employees of Gering Public Schools. The copy of the employee's records kept at the Superintendent's office is the official copy of their records.

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### **Section 1-B**

### **Retention and Disposal of Employee Records**

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A file shall be kept of the records of all resigned and retired employees. Such records shall be retained for no less than twenty years following termination, after which time they may be destroyed.

The Superintendent shall make applications for, and maintain on file in the central office, continuing authority for disposal of personnel files from the Records Management division of the Nebraska Secretary of State's office. Disposal of the personnel files shall be in the manner deemed most feasible by the Superintendent. The Superintendent will, after each instance of disposal, certify that action to the Records Management Division.

## ***Chapter 2 - Orientation***

Section 2-A	ORIENTATION
Section 2-B	MENTORING
Section 2-C	REQUIRED EMPLOYEE PAPERWORK
Section 2-D	CHANGE OF ADDRESS

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### **Section 2-A                      Orientation**

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Gering Public Schools provides orientation programs for new certified employees. Per the Negotiated Professional Agreement, three (3) additional days will be required of teachers new to the District with 1/189th pay.

Each Principal is responsible for orientation as it applies to introducing the new employee to the specific job and department. Principals may select a coworker to serve as a mentor to facilitate the new employee's transition. The length of each teacher's contract shall be 189-days.

The orientation includes a review of the Certified Employee Handbook with an explanation of the anti-discrimination and harassment policies, as well as required safety and health procedures. Certified staff will be annually informed of the Teacher Evaluation and Supervision model and are asked to sign acknowledgement of such.

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### **Section 2-B                      Mentoring**

(Board Policy 409.03)

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Building principals or supervisors will assign a mentoring teacher to every probationary teacher in the district. The mentoring teacher, insofar as possible, will be a tenured teacher with a minimum of three years teaching experience in the district and will be engaged in teaching within the same grade, building, or discipline as the probationary teacher. The mentoring teacher will not be involved in the evaluation of the probationary teacher, will not be in the line of authority, and will not exercise formal supervision over the new teacher with whom he/she is working. Each teacher will be advised during employee orientation as to who will observe and evaluate job performance. No formal observations will take place until such orientation has been completed.

The mentoring teacher will assist the probationary teacher in acclimating to the teaching profession and the district. The mentor's role is to assist the new teacher by being available to answer questions, explain the courses of study, instructional materials, building procedures, availability and district policies.

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### **Section 2-C                      Required Employee Paperwork**

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All new employees must complete the required paperwork at the Central Office. Employment forms such as the employment eligibility verification (Form I-9) and withholding allowance (Form W-4) are required by law and must be completed on or before the first day of employment. Gering Public Schools participates in E-Verify to verify the identity and employment eligibility of all persons hired to work for GPS. Incomplete employment paperwork may delay the issuance of paychecks.

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## **Section 2-D**

## **Change of Address**

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The Central Office payroll office must be notified by an employee of any change of address or telephone number as soon as it occurs. Employees are asked to also report a change of address or phone number to their school secretary/principal.

## ***Chapter 3 - Employment Procedures***

Section 3-A	RECRUITMENT AND SELECTION
Section 3-B	JOB POSTINGS
Section 3-C	HIRING
Section 3-D	SALARY
Section 3-E	CERTIFICATION
Section 3-F	TEACHER CONTRACTS
Section 3-G	RESIGNATION OR REQUEST FOR RELEASE FROM CONTRACT
Section 3-H	TERMINATION
Section 3-I	REDUCTION IN FORCE

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### **Section 3-A Recruitment & Selection**

(Board Policy 406.02)

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Gering Public Schools secures qualified personnel through effective recruitment. It is the responsibility of the Superintendent or his/her designees to determine the personnel needs of the school district, locate suitable candidates, and recommend qualified candidates to the board for employment. A certificated employee shall not be deemed to be employed by the school district until the employee and the Board of Education have signed a written contract.

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### **Section 3-B Job Postings**

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All vacant positions will be posted on the district website and via internal postings. It is not required that applicants from within the district be selected to fill the vacancy. The primary goal is to select the most qualified applicant for the position available. Any employee may submit to the Central Office a written request to be considered for any job posted for which he or she qualifies. Vacancies may also be advertised locally, regionally, and/or nationally. Gering Public Schools uses the Unified Talent software system to manage applications.

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### **Section 3-C Hiring**

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1. **Background Checks**--Before being accepted for paid employment to work with students, Gering Public Schools contacts the Nebraska Child Abuse/Neglect Central Registry and Nebraska Adult Protective Services to confirm that no substantiated referrals of child maltreatment have been filed against an applicant. GPS utilizes OneSource Background Check Company to process background checks.
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## Section 3-D

## Change of Address

(Board Policy 407.01)

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1. **Compensation and Related Benefits**--The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding wages and salaries of such employees shall be followed.
  2. **Salary Schedule Advancement**--The board shall determine which certificated employees will advance on the salary schedule for the certified employees' positions, keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and other considerations determined by the board. The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding salary schedule advancement of such employees shall be followed. Original transcripts used to verify salary schedule advancement shall be turned into the district office no later than September 1.
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## Section 3-E

## Certification

(Board Policy 406)

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

Certificated employees must present evidence of a current certificate to the Superintendent prior to their first day of work and before any payment of salary each year.

**It is the responsibility of the teacher to keep their certificate current.** Failure to obtain or keep in full force a valid teaching or administrative certificate shall constitute cause for suspension, non-renewal, termination, or cancellation of employment or grounds for declaring an employment contract as null and void and of no force or effect. Maintaining a valid certificate is at all times a condition precedent to teaching or administrative employment in this school district. All teachers and administrators shall be properly certificated for the grade levels of instruction or administration to which they are assigned and must possess the basic preparation in any subject area taught or supervised.

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## **Section 3-F**

## **Teacher Contracts**

(Board Policy 406.03, 406.04 )

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The Superintendent is responsible for following all legal aspects of completing contracts with teachers. Contracts for certified personnel will be executed by all new employees when hired. Contracts for certified personnel will include the terms of employment and any special conditions of employment. Contracts are approved by the Board of Education upon the recommendation of the Superintendent. The Board of Education grants to the Superintendent the authority to offer contracts for employment subject to final approval by the board.

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## **Section 3-G**

## **Resignation or Request for Release from Contract**

(Board Policy 408.02)

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Resignations or requests for release from contract must be presented in writing to the Board via the Superintendent, or his/her designee as early as possible, but no later than the date designated in the annual contract addendum. Any certified staff member requesting a release from their contract after the April 15 date may be considered for release only upon availability of a satisfactory replacement as determined by the administration.

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## **Section 3-H**

## **Termination**

If the Board, upon recommendation of the Superintendent or his/her designee, institutes dismissal proceedings against a member of the certified staff, it will be in accordance with Nebraska statutes §79-828 & §79-829, R.R.S. and school board policy.

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## **Section 3-I**

## **Reduction in Force**

(Board Policy 408.05)

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

## ***Chapter 4 - Employment Laws***

Section 4-A	EQUAL EMPLOYMENT OPPORTUNITY
Section 4-B	AGE DISCRIMINATION ACT
Section 4-C	AMERICANS WITH DISABILITIES (ADA)
Section 4-D	DRUG AND ALCOHOL TESTING PROGRAM & PROCEDURES
Section 4-E	FAMILY AND MEDICAL LEAVE
Section 4-F	DISCLOSURE AND PROTECTION OF EMPLOYEE HEALTH INFORMATION
Section 4-G	SUBSTANCE-FREE WORKPLACE
Section 4-H	FACILITIES FOR MILK EXPRESSION

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### **Section 4-A**

### **Equal Employment Opportunity**

(Board Policy 402.01)

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The Gering Public School District shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state, and local governing bodies. Equal opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district shall be non-discriminatory in major job categories where women, men, minorities, and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually. The Director of Business Services shall serve as the non-discrimination compliance coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and the Nebraska Department of Education for the position for which they apply. In employing individuals, the district shall consider the qualifications, credentials, and records of the applicants without regard to race, color, sex, national origin, religion, age, or disability.

Advertisements and notices for vacancies within the district shall contain the following statement: "The Gering Public School District is an equal employment opportunity (EEO/non-discrimination) employer." The statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, shall be directed to the non-discrimination compliance coordinator by writing to the Non-Discrimination Compliance Coordinator, Gering Public Schools, Gering, NE, 69431; or by phone 308-436-3125.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, can also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, 10220 North Executive Hills Blvd, 8th Floor, Kansas City, MO, 64153, 816-880-4200; or the Nebraska Equal Opportunity

## **Section 4-B**

## **Age Discrimination Act**

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The Age Discrimination Employment Act of 1967, as amended, protects applicants and employees 40 years of age and older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions, or privileges of employment. This Act prohibits:

1. Refusing to hire, to discharge, or otherwise discriminate against any individual with respect to the terms, conditions, or privileges of employment because of the individual's age, when the reasonable demands of the position do not require such an age distinction.
  2. Willfully utilizing any employment agency, placement service, training school or center, labor organization, or any other source that discriminates on the basis of age.
  3. Discrimination against any individual or to limit, segregate, or classify membership in any way that would deprive them of employment opportunities or would otherwise adversely affect an individual's status as an employee or applicant.
  4. Discharging or otherwise discriminating against any person because they opposed any unlawful employment practice; filed a charge or suit; or testified, participated, or assisted in any proceeding under the Act.
  5. Failing or refusing to refer for employment, or otherwise to discriminate against any individual because of the individual's age.
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## **Section 4-C**

## **Americans with Disabilities (ADA)**

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The Americans with Disabilities Act of 1990, (hereinafter "ADA"), makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA also outlaws discrimination against individuals with disabilities in state and local government services, public accommodations, transportation, and telecommunications. The part of the law that prohibits job discrimination is enforced by the US Equal Employment Opportunity Commission, (hereinafter "EEOC"), and state and local civil rights enforcement agencies that work with the commission.

The ADA also imposes a requirement on the employer to provide a "reasonable accommodation" for the known disabilities of applicants and employees, as long as that accommodation does not cause an undue hardship.

Under the ADA, the definition of a disability is: "a physical or mental impairment that substantially limits one or more of that individual's major life activities." To meet this definition, the individual must have a bona fide impairment or be regarded as having an impairment, and the impairment must be a substantial limit on a major life activity.

If an employee wishes to ask for an accommodation, a Reasonable Accommodation Plan Meeting is scheduled with the employee, their supervisor, and the appropriate Central Office administrator to discuss and write a Reasonable Accommodation Plan.

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## Section 4-D

## Drug and Alcohol Testing Procedures

(Board Policy 404.08)

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### 1. Pre-Employment Testing

Employee applicants shall be subject to post-conditional job offer testing. Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment.

### 2. Eligibility for Random Testing

Employees may volunteer for participation in the random drug testing program by submitting a completed Consent to Test Form.

### 3. Testing Procedure

#### a. Collection

The testing collection process will be conducted in a manner that protects privacy of the applicants or employees, guards against tampered specimens and ensures an accurate chain of custody of the specimen. The method of testing may involve the use of breath, saliva, urine, or hair samples. To the extent the testing involves the collection of urine, an adult monitor is to wait outside a closed restroom stall and listen for the normal sounds of urination.

It is intended that the procedures be modeled on those applicable to the testing of CDL employees, which include the testing of specimens for alcohol and unlawful substances. The tests are to be designed to detect only the use of alcohol or illegal drugs, including but not limited to amphetamines, marijuana, cocaine, steroids, opiates, and barbiturates, not medical conditions or the presence of authorized prescription medications.

#### b. Confidentiality

All activities related to the testing policy will be carried out in accordance with the requirements of Neb. Rev. Stat. 48-1901 to 48-1910 to the extent applicable and any other applicable confidentiality laws.

Test results will be shared only with staff who have a legitimate professional interest in having access to the information, on a “need to know” basis. Test results will not be turned over to any law enforcement authority in the absence of a court order, subpoena, or other legal process requiring such.

Test results will be kept in confidential files separate from the person’s other records. The test results will be destroyed when no longer needed for individual situations or for the overall testing program.

#### c. Re-Testing

An applicant may challenge the veracity of a positive test. If a positive test is proven to be false, the applicant will not be subject to the consequences of a positive test, provided that the consequences shall remain in place until the positive test is proven to be false.

A person will not be denied continued employment, be disciplined, or be subject to administrative action for a positive test unless the requirements of Neb. Rev. Stat. 48-1906 and any other applicable laws are met.

The applicant or employee shall make a request to challenge a positive test with the Superintendent or designee within 72 hours of being notified of the positive test. The Superintendent or designee shall determine whether the challenge shall involve a retest of the specimen or a second test.

If the challenge will involve a retest of the specimen, the specimen previously submitted will be forwarded to a testing laboratory for confirmatory testing. The laboratory must be approved by the Superintendent or designee and adhere to federal Substance Abuse and Mental Health Services Administration (SAMHSA) standards concerning drug testing protocols and procedures. Results of the retest will be provided to the Superintendent or designee by the approved laboratory. The re-testing shall be at the expense of the applicant or employee. To be a valid non-positive, the Superintendent or designee must be provided with information that establishes that the substance(s) detected in the initial test would remain detectable in the specimen at the time of the retest.

If the challenge will involve a second test, it will be completed using the District's standard procedures. The second test shall be at the expense of the applicant or employee. To be a valid non-positive, the Superintendent or designee must be provided with information that establishes that the substance(s) detected in the initial test would remain detectable via the testing method chosen as of the time of the second test.

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## **Section 4-E**

## **Family and Medical Leave**

(Board Policy 410.03)

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Unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, a year is defined as the employee contract year. Requests for family and medical leave shall be made to the Superintendent.

Employees may be allowed to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Any requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding family and medical leave of such employees shall be followed.

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## Section 4-G

## Substance-Free Workplace

(Board Policy 404.07)

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Gering Public Schools is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive workforce. To this end, the district unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol. Acknowledgement of understanding and receipt of board standards and policy forms must be completed by each employee.

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

If an employee is convicted of a violation of any criminal drug offense committed, the employee shall notify the employee's supervisor of the conviction within five days of the conviction.

The Superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. An employee who violates the terms of this policy may be subject to discipline up to and including termination. [An employee who violates this policy may be required to successfully participate in a substance abuse treatment program approved by the board.] If the employee fails to successfully participate in a program, the employee may be subject to discipline up to and including termination.

Disciplinary sanctions which may be taken against an employee for any non-compliance with this policy include, but are not limited to, one or more of the following: (Not listed in order of importance. Any non-compliance could result in termination of employment.)

- A. Oral reprimand
- B. Written reprimand
- C. Suspension with pay
- D. Suspension without pay
- E. Termination of employment
- F. Cancellation of employment
- G. Non-renewal of employment
- H. Referral to appropriate authorities for criminal prosecution
- I. Voluntary or mandatory enrollment in in-patient care, training, or other programs or services relating to drug or alcohol use or abuse as a term and condition to any continuing employment by the district at the employee's cost.

Any disciplinary action sought to be imposed by the Superintendent or designee shall be carried out in accordance with policy and the law. Any employee of this school district who has been involved with an incident which may lead to their being charged or convicted of any violation of law involving illicit drugs or alcohol must immediately (within 24 hours) report such charge or conviction to the Superintendent or designee. Failure to report may result in any disciplinary action as set forth in this section.

## *Chapter 5 - Attendance & Absence*

Section 5-A

CERTIFICATED EMPLOYEE WORK DAY

Section 5-B

TEACHER ATTENDANCE AND PUNCTUALITY

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### **Section 5-A**

### **Certificated Employee Work Day**

(Board Policy 406.05)

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The work day for certificated employees shall begin each day of the school year at a time established by the Superintendent. Certificated employees who are employed only during the academic year shall have the same work day as other certificated employees. The expected length of a certificated employee's school day will be established as the start and end time for each building as determined by the building principal and will include no less than a 30 minute lunch break. Certificated employees may have earlier or later arrival or departure times and be permitted to leave the building during the normal workday on an individual basis, provided that permission is obtained from the building principal in advance. Prior approval is not required during the employee's regularly scheduled lunch break. The building principal is authorized to make changes in the work day in order to facilitate the education program. These changes shall be reported to the Superintendent.

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### **Section 5-B**

### **Teacher Attendance & Punctuality**

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It is the practice of the Gering Public School district to require employees to report for work punctually, and to work all scheduled hours. Excessive tardiness and poor attendance disrupt workflow and productivity, and will not be tolerated. Regular and dependable attendance is an essential function of each job.

If a teacher must be absent for illness, please take appropriate steps including contacting the principal and notifying the SmartFind Express System no later than 6:00 a.m. so that a substitute may be secured. If requested, attempts to secure specific subs will be made. All necessary materials such as plans, seating charts, class rosters, etc., shall be easily accessible for the substitute teacher. All other absences require that the teacher complete a request form on SmartFind **before the absence**.

## Chapter 6 - Employee Benefits

Section 6-A	HEALTH & DENTAL INSURANCE
Section 6-B	COBRA
Section 6-C	FLEXIBLE BENEFITS PLAN (SECTION 125 PLAN)
Section 6-D	WORKER'S COMPENSATION
Section 6-E	LONG-TERM DISABILITY
Section 6-F	VOLUNTARY GROUP LIFE INSURANCE
Section 6-G	RETIREMENT - NEBRASKA SCHOOL EMPLOYEE RETIREMENT SYSTEM
Section 6-H	TAX SHELTERED ANNUITIES

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### Section 6-A

### Health & Dental Insurance

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Blue Cross Blue Shield Health Insurance of Nebraska (hereinafter "BCBS")

Employee/dependent eligibility for coverage is subject to the requirements set forth in the membership and underwriting guidelines and in the agreement between Educators Health Alliance (EHA) and BCBS.

#### EMPLOYEES AND DEPENDENTS MUST ENROLL WITHIN 31 DAYS OF INITIAL ELIGIBILITY

1. Adding Employees - New eligible employees must enroll within 31 days of employment.
2. Adding New Spouses - As long as BCBS receives the application within 31 days of the marriage, the new spouse will become effective on the first day of the month following receipt of the application.
3. Adding Dependents – BCBS MUST receive the enrollment form within 31 days the dependent becomes eligible.
4. Adding Newborns – If an employee is covered under a single membership, Nebraska law requires automatic coverage for newborns for a period of 31 days. In order to continue coverage beyond this time, the employee must request a change to family coverage within the 31 day period and pay the additional premium. A new enrollment form must be completed to change to family membership. Employees already enrolled under a family membership must provide both their employer and BCBS with the newborn's name and date of birth within 31 days. This must be done by completing the EHA enrollment form.
5. Be aware of the concept of "coat-tailing" which means that if a spouse wants to come onto BCBS coverage along with a newborn, the spouse or other children may come on the first of the month following the baby's birth.
6. Adding an Adopted Child – Coverage will become effective on the date the employee legally assumed financial responsibility for the child (date of placement). When applying for coverage for an adopted child, the employee should provide written proof of the impending or final adoption. Such proof may include agency placement papers, a letter of confirmation from an attorney, a birth certificate showing the adoptive parents' names, or any other written documentation of the adoption proceedings. No waiting periods for pre-existing conditions will be applied.
7. Adding Stepchildren and Grandchildren – BCBS must receive a Dependency Statement along with a completed enrollment form within 31 days following the date the dependent becomes eligible for coverage. This application is subject to eligibility review and approval.

8. Adding Dependents by Court Order – In some cases, the employee may be ordered by the court to provide health care coverage for a dependent. The employee must notify BCBS as soon as possible. A completed enrollment form noting the change, along with the Qualified Medical Child Support Order must be completed.

#### Types of Enrollment

1. Employee Only Membership – Covers the employee only.
2. Employee and Child(ren) Membership – Covers the employee and their dependent child(ren).
3. Employee and Spouse Membership – Covers the employee and their spouse.
4. Employee and Family Membership – Covers the employee, spouse, and their dependent child(ren).
5. Coverage for Children up to Age 26: The Affordable Care Act allows young adults to stay on their parents' healthcare plan until age 26 even if the young adults no longer lives with his/her parents.

#### Effective Dates

1. New Hires and Dependents – As long as BCBS receives the enrollment form within 31 days of the date the employee and/or dependent becomes eligible, the effective date will be the first day of the month following receipt. Coverage may begin on the day the employee's employment contract goes into effect if specified on the application. The employer must contribute toward the premium as of the contract date.
2. Special Enrollees – The effective date for Special Enrollees who have lost other coverage will be the group's next due date following the qualifying event.
3. Late Enrollees - Effective November 1, 1999, no late enrollment will be allowed for employees of large subgroups (those with 51 or more employees).

#### Events Affecting Eligibility

In addition to termination of employment, some other events can affect the eligibility of an employee or dependent. Changes in employer contribution levels or minimum work hour requirements can result in new eligibility and enrollment periods for employees. Some examples of eligibility loss include: exceeding the dependent child maximum age; loss of dependent student status; a reduction in hours at work; divorce; or death. BCBS will periodically request verification of dependent status. These forms must be completed by the employee.

#### RESPONSIBILITY FOR REPORTING CHANGE IN STATUS

*GPS employees are reminded of their responsibility to report any change in status that will affect their health insurance coverage*

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## **Section 6-B                      COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)**

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1. What is COBRA?--COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) is the Consolidated Omnibus Budget Reconciliation Act of 1985, is a federal law that requires a group health and/or dental plan to allow a covered person to continue his or her group coverage under certain circumstances when coverage would otherwise terminate. The COBRA coverage may be for 18, 29, or 36 months, depending on the qualifying event. This notice is intended to inform you, in summary fashion, of your rights and obligations under Continuation Coverage provisions of the law.
2. How COBRA Works

- a. COBRA Notification--When a qualifying event occurs, notification procedures must be followed. If coverage for a dependent ends due to divorce, legal separation or any other change in dependent status, the employee should notify the employer within 60 days of the qualifying event. Federal law requires an employer to send written notice of continuation of coverage rights within 14 days of a qualifying event. COBRA coverage is available to the qualifying employee or his/her dependents. If the employee was previously covered under a family membership, he or she can retain a family plan under COBRA. The employee must also have the option of selecting an appropriate plan to cover only those individuals applying for the extension. The option is controlled by the coverage levels offered to active employees.
- b. COBRA Enrollment--The employee must choose to continue coverage by enrolling for COBRA. The employee has 60 days from the COBRA notification or coverage termination date (whichever is later) to return the completed application to Blue Cross Blue Shield of Nebraska. Failure to enroll within the required time period will make the individual ineligible for continuation coverage. Individuals have 45 days from the COBRA enrollment date to pay the initial premium to BCBS. Since the COBRA application will not be processed until the premium is received, the initial payment should be sent with the form. Failure to pay the initial premium within the required time period will end COBRA eligibility.
- c. COBRA Premiums--The COBRA premium includes a 2% administration fee above the group rates and is due on the first day of each coverage month. However, a 30-day grace period is allowed for premium payment. The premium must be received by the Payroll Office by the last business day of the month due. Late payment or non-payment of premiums will result in the COBRA coverage being terminated as of the last premium paid through date.
- d. When COBRA Ends--COBRA coverage will end on the earlier of:
  - i. the day the individual becomes covered under any other group health plan (after COBRA election) which does not exclude or limit any pre-existing conditions or to whom such an exclusion does not apply, due to creditable coverage;
  - ii. the day a covered person is entitled to benefits under Medicare (after COBRA election);
  - iii. the day health coverage has been continued for the maximum period of time allowed (18, 29 or 36 months);
  - iv. when COBRA premium is not received within the required time period.
- e. Continuation of Coverage After COBRA--At the end of the COBRA eligibility period, an individual may transfer to a BCBS non-group plan. The application will be subject to medical underwriting and approval. The BCBS Plan in the state where the person lives should be contacted for enrollment information. If you are a GPS employee covered by BCBS, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment. In the event of termination for gross misconduct, continuation coverage is not provided. Under the law, the employee or a family member, has the responsibility to inform the GPS Human Resource Department and the BCBS Administrator of a divorce, legal separation, or a child losing dependent status under BCBS within 30 days of the date of the event or date coverage would end under the plan because of the event, whichever is later. GPS has the responsibility to notify the BCBS Plan Administrator of the employee's death, termination, and reduction in hours of employment or Medicare entitlements. When the GPS Payroll Office is notified that one of these events has happened, the Payroll Office will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least 60 days from the date you would lose coverage because of the event described above, or the date notice of your election rights are sent to

you, to inform the BCBS Administrator that you want continuation coverage. If you do not choose continuation of coverage, your group health insurance will end. If you choose continuation coverage, GPS is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. However, the law also provides that your continuation coverage may be terminated for any of the following reasons:

- i. GPS no longer provides group health insurance coverage to any of its employees.
- ii. The premium for your continuation coverage is not paid on time.
- iii. You become covered by another group plan, unless the plan contains any exclusions or limitations with respect to any pre-existing conditions you or your covered dependents may have.
- iv. You become enrolled in Medicare.
- v. You extend your coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.

If you have any questions about the law, please contact the Payroll Department.

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## **Section 6-C**

## **Section-125 Flexible Benefits Plan**

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### Definition of Section 125 Flexible Benefit Plan

GPS has established a Flexible Benefit Plan to allow eligible employees (see below) to select among certain benefits on a tax preferred basis in exchange for a reduction in cash compensation that would otherwise be payable to the eligible employee. The Plan allows the eligible employee to pay for health and dental insurance plans and cancer insurance paid by employer payroll deduction on a pre-tax basis, and also allows the eligible employee a portion of their otherwise taxable compensation to either or both of a medical reimbursement account or a dependent care assistance account. The eligible employee then can receive reimbursements for eligible medical expenses or dependent care expenses, respectively, on a pre-tax basis.

### Selection of Benefits

A Participant may elect under this Plan to receive his or her full Compensation for any Plan Year in cash or may agree with the Employer to reduce his or her Compensation and to have the amount of the reduction applied by the Employee toward the cost of Account Plans or Premium Expense Plans, subject to the requirements in subsection (c):

1. Account Plans – Each Participant may elect to participate in one or more of the following Account Plans:
  - a. Adoption Assistance Plan
  - b. Dependent Care Assistance Plan
  - c. Medical Reimbursement Plan
2. Premium Expense Plans – Each Participant may elect to participate in one or more of the following Premium Expense Plans:
  - a. Group Health Insurance Plan
  - b. Group Dental Insurance Plan
  - c. Group Term-Life Insurance Plan
  - d. Cancer Insurance Policy
  - e. Accident Insurance Policy

f. Short-Term Disability Insurance Policy

AMENDMENTS TO MEDICAL REIMBURSEMENT AND DEPENDENT CARE

1. Grace Period--For amounts contributed to the Account Plans, if any, sponsored by the employer, a Participant may use amounts remaining in his or her Account Plans at the end of the Plan Year for reimbursement of qualified expenses incurred in the "Grace Period". The Grace Period begins on the first day of the following Plan Year (September 1) and ends on the 15<sup>th</sup> day of the third month of the following Plan Year (November 15). Amounts remaining in the Participant's account at the end of the Grace Period are forfeited. Amounts remaining the Participant's account at the beginning of the Grace Period may not be converted to cash or used to pay any other taxable or nontaxable benefit. The Plan Administrator will establish procedures that first apply unused amounts in the Participant's account at the beginning of the Grace Period to qualifying expenses incurred during the Plan Year for the Prior Plan Year grace Period, followed by amounts in the Participant's account for the Plan Year in which the Grace Period occurs. Claims for reimbursement for expenses incurred under Account Plans during the Plan Year of the Grace Period must be submitted on or before November 30 of the Plan Year in which the Grace Period occurs.

Election of Benefits

When eligible employees begin participation in the Flexible Benefit Plan, they will be given an enrollment form on which they can elect the benefits that they desire under the Plan. When eligible employees return the enrollment form to the Human Resources Department, it constitutes their agreement with the employer for the balance of the Plan Year (which is the 12 month period commencing September 1<sup>st</sup> and ending on August 31<sup>st</sup>) that the employer should provide the eligible employee the applicable benefits that they have elected. IF THE ELIGIBLE EMPLOYEE FAILS TO RETURN THE ELECTION FORM TO THE HUMAN RESOURCES DEPARTMENT NO LATER THAN SEPTEMBER 1, THEY ARE ELECTING NOT TO PARTICIPATE IN THE MEDICAL REIMBURSEMENT AND DEPENDENT CARE ASSISTANCE PLANS.

Employees are responsible for submitting their claims to:

Submit all claims to: Mailing Address: Regional Care Inc.  
905 West 27<sup>th</sup> Street  
Scottsbluff, NE 69361  
Phone No: 308-635-2260  
Fax No: 308-635-2018  
Online: <http://www2.regionalcare.com/claims.html>

Reimbursement for the Flexible Benefits Plan will be directly deposited to the participant's bank account or a check will be mailed.

Debit Cards:

Beginning in 2009/2010, Flexible Benefit Plan participants will be able to use the "Benny" Card to access their Flexible Benefit Account.

## Section 6-D

## Worker's Compensation

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All GPS employees of the school district are covered by Worker's Compensation Insurance.

To be eligible for Worker's Compensation, the injury to an employee must arise from and in the course of employment with GPS. Employees injured during the course of employment are required to report ALL accidents or injuries to their supervisor immediately. An Incident Report must be completed and forwarded to the Business Manager. Failure on the part of the employee to report an injury within twenty-four (24) hours may prejudice and defeat a claim for compensation. Employees who see a medical care provider following an injury at work are reminded to inform the provider that the injury was received at work.

A certified employee who is off work for the first seven (7) days due to their injury must use their accumulated sick leave to be paid for the absence. If the employee is off work six (6) weeks or longer, the first seven (7) days are paid by Worker's Compensation retroactively.

Worker's Compensation benefits are not taxable.

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## Section 6-E

## Long-Term Disability Insurance

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Long Term Disability Insurance is provided for certified employees with a .50 FTE or more. After exhaustion of accumulated sick leave, employees are eligible to apply for Long Term Disability. Please contact the Human Resources Department for information and to complete an application.

The Long Term Disability policy pays 66 2/3% of what the employee would have earned at work.

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## Section 6-F

## Voluntary Group Life Insurance

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Starting in the fall of 2009, Gering Public Schools made available to employees at the start of their employment who worked at least 20 hours per week the opportunity to purchase group life insurance. Information regarding the group life insurance benefit can be obtained from the Human Resources office.

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## Section 6-G

## Nebraska School Employees Retirement System

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All certified employees, who work for GPS at least 20 hours per week on an ongoing regular basis, are *required* to join the Nebraska School Employees Retirement System, (hereinafter "NPERS".)

Contributions/Funding

Your retirement benefit is based on a statutory formula and is guaranteed by the state. Your benefit is funded from three sources: 1) Your member account (contributions and interest earned), 2) Your employer (Gering Public School District) contributions and interest, and 3) The State of Nebraska.

EFFECTIVE SEPTEMBER 1, 2013:

- As a MEMBER of NPERS, you are required by law to contribute 9.78% of your gross compensation.
- Your EMPLOYER is required by law to match your contributions at the rate of 101% (9.8778%). The employer's contributions are not credited to your individual retirement account, but provide funding for your benefit at retirement.
- The STATE OF NEBRASKA annually contributes 1% of total members' compensation and may contribute an additional amount if recommended by the actuary to fund the Plan. These funds are appropriated by the Legislature from the state's general fund.
- Your retirement benefit is not based on the contributions made, but is based on a *formula*. (See "Formula Annuity Benefit Calculation.") The contributions help to fund your retirement benefit *for life*.

Benefit Statement

Each fall, NPERS will mail to all Public School employees a Benefit Statement to their home address. This statement will provide information on your benefit calculation, your total reported years of service, as well as your member contributions and the accumulated interest. Employer contributions are used for funding the retirement benefit and are not part of your individual account. Therefore, they do not appear on the statement. To ensure you receive your annual Benefit Statement, always inform the Human Resources Department of any address changes.

All School Plan assets are held by NPERS in trust. Money held by the Plan is immune from execution, garnishment, attachment, the operation of bankruptcy or insolvency laws, or any other process of law.

The assets cannot be paid out because of any legal actions (except through a qualified domestic relations order in a divorce case.) In addition, you cannot use your Plan assets as loan collateral since they are not assignable. Plan assets can only be paid to another entity in two situations:

- Through a qualified domestic relations order under the Spousal Pension Rights Act
- Through an IRS tax lien

Address Changes

It is important you keep your address current through the Human Resources Department. GPS will inform NPERS of any address changes you report to them. If you terminate employment and leave your money in the Plan, you should report any address changes directly to NPERS to ensure you receive your Benefit Statement and other items mailed to you.

Beneficiary Designation

Your beneficiary is the person or persons you designate to receive your benefits when you die. At the time you join the Plan, you will be provided a Beneficiary Designation Form to complete. Keeping your beneficiary designation at NPERS up to date will ensure benefits are paid promptly and properly. You should review your choice of beneficiaries if:

- you or a beneficiary marries or becomes divorced;
- a beneficiary dies;
- you have a child;
- you return to public school employment after having received a refund of your account; or
- you return to public school employment after retiring. (See "Reemployment".)

You may request a Beneficiary Designation Form from the Human Resources Department or from NPERS, or download from their website at [www.npers.ne.gov](http://www.npers.ne.gov). When NPERS receives your properly completed form, it will cancel any previous beneficiary designation. If a beneficiary has not been named or your beneficiary has predeceased you, your benefits will be paid to your estate.

### Terminating Service Before Retirement

When you terminate service in a Nebraska public school before you become eligible for monthly retirement benefits (see “Retirement Eligibility”), you have the following choices:

**Withdrawal:** You may withdraw your accumulated contributions and interest in a lump sum refund. To apply, you must request an Application for Refund from NPERS. You are eligible to receive a refund approximately four (4) months after your termination of employment, or three (3) days after receipt of your completed Application for Refund, whichever is later.

**NOTE:** A refund cannot be paid to anyone who is not working during summer months but who will return to work the following school year. Furthermore, you may not receive a refund if you terminate your employment and, within 180 days of your termination, you subsequently provide service on a regular basis in any capacity to an employer who participates in the School Plan. If you return to work prior to the end of your 180 break, you will be required to repay the total amount of your refund.

**Deferral:** You may leave your account on an inactive basis and continue to earn regular interest until such time as you become eligible for a benefit. You may defer receipt of your benefit until no later than April 1<sup>st</sup> following the year you reach age 70 ½.

**Termination of Employment:** Termination of employment occurs on the date on which the member’s employer determines that the member’s employer-employee relationship with the employer is dissolved. The employer must notify NPERS of the date on which such a termination has occurred. Termination of employment does not include ceasing employment at the end of the school year if the member subsequently provides service on a regular basis in any capacity for any school district other than a Class V school district within 180 calendar days after ceasing employment, or if the PERB determines that a purported termination was not a bona fide separation from service with the employer. [§79-902(38)]. After 180 days, you may return to public school employment under all circumstances

If you have questions, please write or call:

Nebraska Public Employees Retirement Systems, P.O. Box 94816, Lincoln, NE 68509-4816

Phone: 402-471-2053 or 800-245-5712. You may schedule an appointment to visit NPERS at 1526 K Street, Suite 400 in Lincoln. For Plan information and to use the Benefit Estimator, visit their website at [www.npers.ne.gov](http://www.npers.ne.gov).

Certified employees may request a paid day to attend a retirement seminar sponsored by NPERS.

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## Section 6-H

## Tax Sheltered Annuities

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Gering Public Schools offers employees the opportunity to contribute to a tax-sheltered annuity through the GPS 403(b) Plan. In response to the regulations governing the administrations of 403(b) plans, the District has selected 403(b) Consultants Inc. to provide common remitting and Plan compliance services for our plan. As part of the

Plan Solutions Program, the district will begin working with a third party administrator (TPA), Aspire. They will provide all common remitting of contributions to participating investment providers offered within the Plan as well as providing compliance oversight on behalf of the District for the Plan.

Employees who would like to start or stop a contribution should use the forms available for the 403(b) Plan at the Human Resources Office, or at the website <http://aspireonline.com>. All forms and the handbook are available at this website.

## *Chapter 7 - Employee Leaves*

Section 7-A	FAMILY MEDICAL LEAVE ACT (FMLA)
Section 7-B	EMPLOYEE JURY DUTY LEAVE
Section 7-C	LEAVES
Section 7-D	LEAVE REQUEST CHANGES

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### **Section 7-A                      Family Medical Leave Act (FMLA)**

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Unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, year is defined as the employee contract year. Requests for family and medical leave shall be made to the Superintendent.

Employees may be allowed to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding family and medical leave of such employees shall be followed.

#### Maternity Leave

1. All policies, rules, and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave.
  2. Written notification for maternity leave shall be submitted to the building principal where the employee is assigned early enough so that arrangements can be made for a long term substitute. The employee will meet with the Payroll Office to complete any required paperwork.
  3. Sick leave benefits for maternity shall begin when the doctor certifies that the employee is no longer able to perform her duties. The paid leave ends when the doctor certifies that the employee is fully recovered from disability resulting from delivery and recovery there from.
  4. When the doctor certifies that the employee is fully recovered from the temporary disability, the employee is expected to return to employment, unless the employee requests to take unpaid leave entitled to them under the Family Medical Leave Act (FMLA) of 1993. If the employee chooses to take FMLA leave, she will be entitled to unpaid leave for no more than a total of 12 weeks, accumulated between the above paid leave with unpaid leave.
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### **Section 7-B                      Employee Jury Duty Leave**

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

regular salary. Any payment for jury duty shall be paid to the school district. The employee will report to work within one hour on any day when the employee is excused from jury duty during regular working hours. The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding Jury Duty Leave of such employees shall be followed.

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## **Section 7-C                      Leaves**

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All leaves not discussed in this section shall be governed by the requirements in the Negotiated Contract between employees in that certified collective bargaining unit and the board shall be followed.

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## **Section 7-D                      Leave Request Changes**

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Requests for a change of a personal, professional, sick, or other leave day already used must be approved by the Superintendent within 30 days following the date of leave.

## Chapter 8 - Employee Expectations

Section 8-A	PROFESSIONAL PRACTICES CRITERIA (RULE 27)
Section 8-B	CONDUCT
Section 8-C	EMPLOYEE BEHAVIOR AS A MODEL TO STUDENTS
Section 8-D	EMPLOYEES WITH TATTOOS AND/OR BODY PIERCINGS
Section 8-E	ASSESSMENT SECURITY
Section 8-F	TUTORING
Section 8-G	ANTI-BULLYING
Section 8-H	EMPLOYEE DRESS
Section 8-I	STUDENT DISCIPLINE
Section 8-J	STUDENT RESTRAINT AND SECLUSION
Section 8-K	KEY SECURITY PROCEDURES
Section 8-L	LESSON PLANS
Section 8-M	SUBSTITUTE TEACHER PREPARATION
Section 8-N	PURCHASING PROCEDURES
Section 8-O	COMMUNICATION SYSTEMS
Section 8-P	INTERNET ACCEPTABLE USE
Section 8-Q	STAFF USE OF COMPUTERS, TECHNOLOGY, AND THE INTERNET
Section 8-T	Transportation Supervision
Section 8-U	Meal Charges

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### Section 8-A

### Professional Practices Criteria (Rule 27)

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Gering Public Schools follows the professional practices criteria as set forth by the Nebraska Department of Education in Rule (chapter) 27 establishing standards of professional Practices in areas including, but not limited to:

1. Ethical and Professional Performance
2. Competency
3. Continuance in Professional Service
4. Contractual Obligations

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### Section 8-B

### Conduct

(Board Policy 401)

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#### **Employee Behavior**

Each employee plays a vital role in providing an equal opportunity for a quality education for students commensurate with the students individual needs. While teachers have the most direct impact on the formal instruction of students, all employees have an impact on the school environment by the dedication to their work and their actions. As role models for their students, employees shall promote a cooperative, enthusiastic and supportive learning environment for the students.

Employees are expected at all times to conduct themselves in a positive manner in order to promote the best interests of the district. **Appropriate employee conduct includes:**

1. Treating all visitors and co-workers in a courteous manner
2. Refraining from behavior or conduct that is offensive or undesirable.
3. Reporting to administration suspicious, unethical or illegal conduct.
4. Reporting to administration any threatening or potentially violent behavior by co-workers.
5. Wearing clothing appropriate for the work being performed.
6. Performing assigned tasks efficiently and in accord with established quality standards.
7. Reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned start time and throughout the work day.
8. Giving proper advance notice whenever unable to work and reporting absence according to established procedures.
9. Adhering to the district-wide no tobacco restriction.
10. Maintaining cleanliness and order in the workplace.

**The following conduct is prohibited**, and individuals engaged in it will be subject to discipline up to and including termination: Engaging in or threatening acts of workplace violence including, but not limited to:

1. Harassment; GPS Board Policy 404.06. Harassment of employees, students, volunteers or visitors will not be tolerated in the school district. School district includes school district facilities, school district property, or property within the jurisdiction of the school district; while on school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district. Harassment includes, but is not limited to, racial, religious, national origin, marital status, disability and sexual harassment. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. (Reference Board of Education Policy 404.06)
2. Possessing firearms or other weapons on district property.
3. Fighting or assaulting a co-worker, visitor, or student.
4. Threatening or intimidating a co-worker, visitor or student.
5. Reporting to work under the influence of alcohol, illegal drugs or narcotics, or using, selling, dispensing, or possession of alcohol, illegal drugs or narcotics on district property.
6. Disclosing confidential information.
7. Falsifying or altering any district record or report, such as an employment application, medical report, time records, expense accounts, or absentee reports.
8. Stealing, destroying, defacing, or misusing district property or another employee or student's property.
9. Misusing district communications systems, including district mail, electronic mail, computers, internet access and phones.
10. Refusing to follow administration's or management's instructions concerning a job-related matter, or being insubordinate.
11. Failing to wear assigned safety equipment or failing to abide by safety rules and policies.
12. Soliciting or distributing in violation of district policies.
13. Using tobacco on district property.
14. Using profanity or abusive language.

15. Allowing unsupervised access to school facilities and resources.
16. Allowing access to school facilities and resources for reasons not related to school purposes.

These examples of impermissible behavior are not intended to be an all-inclusive list. At administration/management's discretion, any violation of the district's policies or any conduct considered inappropriate or unsatisfactory may subject the employee to disciplinary action.

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## **Section 8-C                      Employee Behavior as a Model to Students**

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Employees are instructed to avoid situations where an employee's behavior could be open to allegations, such as being alone with a student behind closed doors, in bathrooms or locker rooms. Employees are advised and directed to conduct themselves above reproach when working with or around students. Employees are advised to conduct themselves as role models in the use of social media and cell phone cameras.

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## **Section 8-D                      Employee With Tattoos and/or Body Piercings**

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Body markings, as with messages or depictions on clothing, must avoid subjects not suitable to an educational environmental environment. Body jewelry, piercings, or accessories shall not present a health or safety hazard to others, or substantially interfere with the educational process. The supervisor of the employee will determine the appropriateness of the tattoo and/or body piercings.

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## **Section 8-E                      Assessment Security**

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Any employee who performs the responsibility of student assessment is expected to adhere to Nebraska's Security Procedures and report breaches in security to the Superintendent or the Superintendent's designee for report to the Nebraska Department of Education. Other assessment requirements and regulations must also be followed. Professionalism, common sense, and practical procedures provide the framework for testing ethics.

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## **Section 8-F                      Tutoring** (Board Policy 409.05)

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The following rules related to tutoring shall be followed:

1. A teacher may not accept payment to tutor any child enrolled in his/her class.
2. No tutoring for which a teacher receives a fee will be carried on in a school building.

3. Teachers who accept outside tutoring engagements make their own arrangements with the parents for the fees to be assessed.
  4. Reference Staff Conduct with Students (Board Policy 402.15)
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## **Section 8-G                      Anti-Bullying**

(Board Policy 504.20)

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The board recognizes the negative impact that bullying has on student health, welfare, safety, and the school’s learning environment and prohibits such behavior. Bullying is defined as any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school sponsored activities or school-sponsored athletic events.

Bullying may constitute grounds for long-term suspension, expulsion or mandatory reassignment, subject to state and federal statutes and the district’s student discipline and due process procedures.

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## **Section 8-H                      Employee Dress**

It is the expectation of the district that each employee’s dress, grooming, and personal hygiene should be appropriate to the work setting and not detrimental to the education process.

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## **Section 8-I                      Student Discipline**

(Board Policy 505.06)

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Disciplinary procedures shall be in accordance with state law and Board policy.

Corporal punishment is defined as the intentional physical punishment of a student and is expressly prohibited.

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## **Section 8-J                      Student Restraint & Seclusion**

(Board Policy 505.07)

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The board prohibits the use of seclusion and restraint by school personnel except as implemented consistent with this policy. Restraint or seclusion of students will not be used solely as a disciplinary consequence or when a known medical or psychological condition makes its use inadvisable. Except in the case of an emergency, only school personnel who have received systematic training in the use of restraint and seclusion in accordance with the

district's policy will implement physical restraint or seclusion with a student. In an emergency, a district employee may use physical restraint or seclusion as necessary to maintain order or to prevent a student from causing physical harm to self, other students, and school staff or property. School personnel will continuously monitor a student's status during any physical restraint or seclusion.

### **1. PHYSICAL RESTRAINT**

Physical restraint means the use of physical force to restrict the free movement of all or a part of a student's body. Physical restraint will be considered to be a reasonable use of force when used in the following circumstances:

1. as reasonably needed to obtain possession of weapons or other dangerous objects on the person or within the control of a student;
2. as reasonably needed to maintain order or to prevent or break up a fight;
3. as reasonably needed for self-defense;
4. as reasonably needed to ensure the safety of any student, employee, volunteer, or other person present;
5. as reasonably needed to teach a skill, to calm or comfort a student, or to prevent self-injurious behavior;
6. as reasonably needed to escort a student safely from one area to another;
7. if used as provided for in an IEP, Section 504, or behavior intervention plan; or
8. as reasonably needed to prevent imminent destruction to school or another person's property.

### **2. MECHANICAL RESTRAINT**

Mechanical restraint means the use of any device or material attached or adjacent to a student's body that restricts freedom of movement or normal access to any portion of the student's body and that the student cannot easily remove. Mechanical restraint includes the tying down, taping, or strapping down of a student. Mechanical restraint of a student by school personnel is permissible only in the following circumstances:

1. when properly used as an assistive technology device included in the student's IEP, Section 504, or behavior intervention plan or as otherwise prescribed by a medical or related service provider;
2. when using seat belts or other safety restraints to secure students during transportation;
3. as reasonably needed to obtain possession of weapons or other dangerous objects on the person or within the control of a student;
4. as reasonably needed for self-defense;
5. as reasonably needed to ensure the safety of any student, employee, volunteer, or other person.

### **3. SECLUSION**

Seclusion means the confinement of a student alone in an enclosed space from which the student is (a) physically prevented from leaving or (b) incapable of leaving due to physical or intellectual capacity. Seclusion is different from in-school suspension in which other students or adults may be present but in which students are not physically prevented from leaving. Seclusion of a student by school personnel may be used in the following circumstances:

1. as reasonably needed to respond to a person in control of a weapon or other dangerous object;
2. as reasonably needed to maintain order or prevent or break up a fight;
3. as reasonably needed for self-defense;
4. as reasonably needed when a student's behavior poses a threat of imminent physical harm to self or others or imminent substantial destruction of school or another person's property; or
5. when used as specified in the student's IEP, Section 504, or behavior intervention plan; and

- a. the student is constantly monitored by an adult in close proximity who is able to see and hear the student at all times;
- b. the student is released from seclusion upon cessation of the behaviors that led to the seclusion or as otherwise specified in the student's IEP, Section 504, or behavior intervention plan;
- c. the confining space has been approved for such use by the local education agency;
- d. the space is appropriately lighted, ventilated, and heated or cooled; and
- e. the space is free from objects that unreasonably expose the student or others to harm.

#### **4. ISOLATION**

Isolation means a behavior management technique in which a student is placed alone in an enclosed space from which the student is not prevented from leaving. Isolation is different from seclusion. Isolation is permitted as a behavior management technique provided that:

1. the isolation space is appropriately lighted, ventilated and heated or cooled;
2. the duration of the isolation is reasonable in light of the purpose for the isolation;
3. the student is reasonably monitored; and
4. the isolation space is free from objects that unreasonably expose the student or others to harm.

#### **5. NOTICE, REPORTING AND DOCUMENTATION**

1. A district Restraint or Seclusion Report must be completed for each incident of restraint or seclusion other than normal use of mechanical restraint for transportation safety. Each record shall include:
  - a. Name of the student
  - b. Name of the staff member(s) administering the physical restraint or seclusion;
  - c. Date of the incident and the time the restraint or seclusion began and ended;
  - d. Location of the restraint or seclusion;
  - e. A description of the restraint or seclusion;
  - f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
  - g. A description of the behavior that prompted the use of restraint or seclusion;
  - h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted; and
  - i. Information documenting parent contact and notification
2. Notice to Administrators--The principal or designee shall be notified of the incident as soon as possible, but no later than the end of the same school day.
3. Notice to Parents--When a principal or designee has personal or actual knowledge of any of the events listed above, he or she shall promptly notify the student's parent or guardian and shall provide the name of the school employee whom the parent or guardian may contact regarding the incident.
4. Written Report to Parents--Within a reasonable period of time not to exceed 30 days after the incident, the principal or designee shall also provide the parent or guardian with a written incident report. This report must include the following:
  - a. the date, time of day, location, duration, and description of the incident and interventions;
  - b. the events or events that led up to the incident;
  - c. the nature and extent of any injury to the student; and
  - d. the name of a school employee the parent or guardian can contact regarding the incident.

## Section 8-K

## Key Security Procedures

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The purpose of the Gering Public Schools Key Procedure is to improve and maintain the security of GPS property and to ensure the safety and security of GPS students and staff. The procedure will provide guidelines for a tracking system for all GPS keys. For the purposes of this section, keys shall mean physical keys and electronic access cards.

1. It is the responsibility of each person who has been issued a key to be vigilant in the use of that key in order to maintain security. The safety and security of students, staff and property take priority over the convenience of the key holder.
2. All building keys are the property of Gering Public Schools. Improper or unauthorized use, such as reproduction, lending, or use for entry into unauthorized areas may result in the revocation of the key and may include disciplinary actions.
3. Building keys will only be made or duplicated by the Buildings and Grounds Department. All building keys are to be marked “do not duplicate” or “duplication prohibited.”
4. Employees shall not loan or transfer keys to anyone. The person to whom a key has been issued will be held responsible for the use of that key until it has been properly returned to the building administrator. If a key is stolen, the theft should be reported to the immediate supervisor.
5. Keys are issued only to persons employed by Gering Public Schools and to authorized contractors for a specific contract period. Any exceptions will need to be approved by the Director of Building and Grounds. All keys issued will be recorded on the proper key issuance form.
6. For emergency purposes each building is to have a key box that includes a copy of each building key.
7. Individuals who are assigned keys are responsible for the security of these keys. Lost or stolen keys must immediately be reported to the building administrator. A replacement charge reflecting the time and expense of the key replacement will be assessed for each lost or stolen key. Requests for keys lost due to theft must be accompanied by a police report. Damaged or worn keys will be replaced at no charge provided the old key is returned to the building administrator and shows no signs of intentional abuse.
8. Any person found to be in possession of an unauthorized key shall be liable for its use and subject to disciplinary and legal action.
9. Employees not actively on the job for longer than four (4) months will be required to return keys issued to them. Keys will be re-issued at the time of their return to work.
10. All keys must be returned to the building administrator or their designee when the employee’s duties no longer necessitate the need for a key. The employee cannot pass on a key to another or new employee. The employee must sign their Key Issuance Form. The employee will be given a copy of the form and a copy will be retained in their employment file.

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## Section 8-L

## Lesson Plans

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Lesson plans are to be completed for all classes and should, at a minimum, be prepared at least one week in advance. Copies of lesson plans may need to be turned in to the Principal, and should be available upon request.

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## Section 8-M

## Substitute Teacher Preparation

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A packet for substitute teachers should be prepared by each faculty member, containing current seating charts, special instructions, classroom procedures, emergency procedures, class schedule, bell schedule, student helpers, substitute follow-up reports and any other items which would be helpful. The packet must be readily available for use when the teacher is unable to be in attendance at school.

In addition, all lesson materials will be prepared and “ready to go” for the substitute teacher. This includes fully prepared and written lesson plans, and sufficient copies of student materials. The office staff and substitute teachers are not to be given lesson plans over the phone nor be asked to duplicate material for the classroom.

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## Section 8-N

## Purchasing Procedures

(Board Policy 706.01)

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All Purchasing for the district will adhere to an approved purchasing process that clearly establishes the contractual arrangement between the supplier and the school district.

### **Purchase Orders:**

1. No student, teacher, or employee of the Board shall have power to purchase, or agree to purchase, any supplies or materials for use in the public schools, whether or not to be sold to students or used in any department whatsoever, except by a proper requisition for a purchase order through the appropriate office. This also applies to purchase of services, such as printing, etc.
2. When ordering supplies or materials through the central supply catalog, a requisition form signed by the principal/supervisor must be submitted to the Central Office for processing. The requisitioner should specify item number and description and keep a copy for his/her records. Be sure to include a budget code number on the requisition.

### **Requisitions:**

1. Supplies and materials may be requisitioned through the principal. When ordering from the central supply catalog, specify item number and description.
  2. Requisitions are to be made on regular requisition forms, and must be signed by respective principals. The requisitioner should keep a copy. The building principal will assign the purchase order number and send a copy to the Director of Business Services.
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## Section 8-0

## Communication Systems

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1. Email - Each teacher will be assigned a school email address for purposes of intra-school and inter-school email correspondence. Teachers should check for email at least once in the morning, once around lunch time, and once in the afternoon, and should respond to emails which require a response in a timely fashion,

but should avoid checking and responding to emails during instructional time. Use of the district's email system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board Policy and this handbook.

2. Teacher Mailbox - Each teacher will be assigned a mailbox. Teachers 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 mailboxes are to be limited to communications regarding school business.
3. Use of School Telephone - Personal telephone calls shall not be made nor accepted during times when the teacher is responsible for students except in the event of an emergency.
4. Use of Cell Phones - **Teachers shall not use personal cell phones for non-school purposes when the teacher is responsible for students.**
5. Use of Personal Electronic Devices While Driving a School Vehicle - The use of personal electronic devices - even those equipped with hands-free devices - while driving a school vehicle with or without student passengers is strictly prohibited except in the case of extreme emergency.

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## Section 8-P

## Internet Acceptable Use

(Board Policy 402.14, 606.06)

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Gering Public Schools recognizes the value of computers and other electronic resources to improve student learning and enhance the administration and operation of its schools. To this end, Gering Public Schools encourage the responsible use of computers, computer networks (including the Internet), and other electronic resources in support of the mission and goals of the Gering District.

It is the policy of Gering Public Schools to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

It is the policy of Gering Public Schools to maintain an environment that promotes ethical and responsible conduct in all online network activities by staff and students. It shall be a violation of this policy for any employee, student, or other individual to engage in any activity that does not conform to the established purpose and general rules and policies of the network. Within this general policy, Gering Public Schools recognizes its legal and ethical obligation to protect the well-being of students in its charge.

The following uses of school-provided electronic resources, including Internet and email, are not permitted:

- To access, upload, download, or distribute pornographic, obscene, or sexually explicit material;
- To transmit obscene, abusive, sexually explicit, or threatening language;
- To violate any local, state, or federal statute;

- To vandalize, damage, or disable the property of another individual or organization;
- To access another individual's materials, information, or files without permission;
- To violate copyright or otherwise use the intellectual property of another individual or organization without permission.;
- To intentionally distribute or forward "chain letters" via email.;
- To intentionally distribute or forward embedded messages (viruses) or the use of other programs with the potential of damaging or destroying programs, data or equipment.

Any violation of District policy and rules may result in loss of District-provided access to the Internet. Additional disciplinary action may be determined in keeping with existing procedures and practices regarding inappropriate language or behavior. When and where applicable, law enforcement agencies may be involved.

Students may...

- Design and post web pages and other material from school resources.
- Use direct communications such as email, online chat, or instant messaging with a teacher's permission.
- Use the resources for any educational purpose.

Consequences for Violation: Violations of these rules may result in disciplinary action, including the loss of a student's privileges to use the school's information technology resources.

Supervision and Monitoring: School and network administrators and their authorized employees monitor the use of information technology resources to help ensure that uses are secure and in conformity with this policy. Administrators reserve the right to examine, use, and disclose any data found on the school's information networks in order to further the health, safety, discipline, or security of any student or other person, or to protect property. They may also use this information in disciplinary actions and will furnish evidence of crime to law enforcement.

Enforcement of policy

- To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information.
- Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.
- Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.
- A Gering Public School staff member may override the technology protection measure that blocks or filters Internet access for a student to access a site with legitimate educational value that is wrongly blocked by the technology protection measure that blocks or filters Internet access.
- Gering Public School staff will monitor students' use of the Internet by either direct supervision or by monitoring Internet use history to ensure enforcement of policy.

Inappropriate Network Usage: To the extent practical, steps shall be taken to promote the safety and security of users of Gering Public Schools online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children’s Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called “hacking”, and other unlawful activities; and (b) unauthorized disclosure, use, and the dissemination of personal identification information regarding minors.

Education, Supervision and Monitoring: It shall be the responsibility of all members of Gering Public Schools staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children’s Internet Protection Act, the Neighborhood Children’s Internet Protection Act, and the Protecting Children in the 21st Century Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Director of Technology or designated representatives.

The Building Principal or designated representatives will provide age appropriate training for students who use Gering Public Schools Internet facilities. The training provided will be designed to promote Gering Public School’s commitment

to:

- A. The standards and acceptable use of Internet services as set forth in the Gering Public Schools Network Acceptable Use and Internet Safety Policy;
- B. Student safety with regard to:
  - a. safety on the Internet;
  - b. appropriate behavior while on online, on social networking Websites, and in chat rooms; and
  - c. cyberbullying awareness and response.
- C. Compliance with the E-rate requirements of the Children’s Internet Protection Act (“CIPA”).

Following receipt of this training, the student will acknowledge that he/she received the training, understood it, and will follow the provisions of the Gering Public Schools Network Acceptable Use and Internet Safety Policy. Curriculum materials and a Scope and Sequence can be found at Common Sense Media: [www.common sensemedial.org](http://www.common sensemedial.org)

#### Disclaimers

- Gering Public Schools and its individual schools, administrators, faculty, and staff thereof, make no warranties of any kind for the service provided and will not be held responsible for any damage suffered by users. This includes the loss of data resulting from delays, non-deliveries, and intrusion by computer virus or service interruption.
- Use of any information obtained via network access is at the risk of the user, and Gering Public Schools specifically denies any responsibility for the accuracy or quality of the information obtained.
- Gering Public Schools cannot guarantee complete protection from inappropriate material. Furthermore, it is impossible for the district or content filter to reflect each individual or family’s opinions of what constitutes “inappropriate material”. If a student mistakenly accesses inappropriate information, he/she should immediately notify a district staff member.
- Gering Public Schools is not liable for an individual’s inappropriate use of the district’s electronic communications systems, for violations of copyright restrictions or other laws, and for other costs incurred by users through use of Gering Public Schools electronic communication systems.
- The district will Reganate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district’s electronic communication systems.

MINOR: The term “minor” means any individual who has not attained the age of 17 years.

TECHNOLOGY PROTECTION MEASURE: The term “technology protection measure” means a specific technology that blocks or filters Internet access to visual depictions that are:

1. OBSCENE, as that term is defined in section 1460 of title 18, United States Code;
2. CHILD PORNOGRAPHY, as that term is defined in section 2256 of title 18, United State Code; or
3. Harmful to minors.

HARMFUL TO MINORS: The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

SEXUAL ACT; SEXUAL CONTACT: The terms “sexual act” and “sexual contact” have the meaning given such terms in section 2246 of title 18, United States Code.

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## Section 8-Q

## Staff Use of Computers, Technology & the Internet

(Board Policy 06.06R2)

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### **Acceptable Use**

The use of computers, technology and the Internet must be consistent with the educational objectives of the School District. All School District electronic resources must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to these regulations will result in loss of user privileges, disciplinary action, dismissal and/or appropriate legal action.

### **Privileges**

The use of the District's electronic networks is a privilege, not a right. The Building Principal will make all decisions regarding whether or not a user has violated this authorization and may deny, revoke, or suspend access at any time.

### **Unacceptable Use**

The user is responsible for his or her actions and activities involving electronic resources.

Some examples of unacceptable uses are:

1. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any U.S. or State law.
2. Unauthorized loading or downloading of software, games or files, regardless of whether they are copyrighted or devirused.
3. Downloading copyrighted material for other than personal use.
4. Commercial or for-profit uses.

5. Wastefully using resources, such as file space.
6. Destroying, modifying or abusing hardware or software.
7. Gaining unauthorized access to resources, files, passwords or other users' accounts.
8. Accessing the Internet from a School District access point using a non-school district Internet account.
9. Accessing fee services via district technology without specific permission from the Building Principal.
10. Accessing, receiving, transmitting or re-transmitting material regarding students, parents/guardians or district employees that is protected by confidentiality laws. If material is not legally protected but is of a confidential or sensitive nature, great care shall be taken to ensure that only those with a "need to know" are allowed access to the material. Staff members shall handle all employee and student records in accordance with School District policies and regulations.
11. Invading the privacy of individuals.
12. Disrupting the work of others.
13. Posting material authorized or created by another without his/her consent.
14. Impersonation of another user, anonymity and pseudonyms.
15. Sending or accessing encrypted information.
16. Commercial or private advertising, or political lobbying.
17. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, discriminatory, offensive, harassing, or illegal material.
18. Using or attempting to use the resources while access privileges are suspended or revoked.

### **No Expectation of Privacy**

Use of the District's electronic resources, including email, is not private. The District reserves the right to log, monitor, examine, evaluate, and disclose solely at its discretion, the contents of all files, communications, or other usage on or conducted through these resources despite any designation of privacy by either the sender or recipient.

### **No Warranties**

The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

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## **Section 8-R**

## **Professional Boundaries & Professional Conduct**

(Board Policy 403.9 & 403.11)

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School district employees are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students. They may be friendly with students; but they are the students' teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees' conduct and interactions with students and to material they post on personal websites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee's professionalism or ability to maintain the respect

of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

Staff members are required to be educators and adult authority figures to children and students. The relationship with students is not as peers, social equals, or friends.

Even the appearance of inappropriate boundaries may significantly damage an educator's reputation. The best way for educators to protect themselves from false accusations is to avoid behavior that can be misconstrued.

Observing the following professional boundaries will help protect students, staff members, and the school.

- Private meetings with students
  - Never remain alone with a student behind a closed door;
  - Never remain alone with a student in a classroom outside of the regular school day without informing the principal;
  - Do not permanently cover classroom windows in a way that restricts viewing from the outside. All school rooms in which staff and students interact should have unobstructed windows allowing clear views of the room;
  - Coaches should never meet alone with students behind closed doors – especially if the room lacks windows or has covered windows;
  - If you must have a difficult conversation with a student – and you are concerned that a student may misinterpret or misrepresent what occurred in your meeting – ask a fellow staff member to be present for the meeting.
  
- Guidelines for Staff Members, Coaches, and Extra-Curricular Program Managers
  - Staff members should avoid driving individual students to or from games, practices, or events unless there is some type of medical or weather emergency;
  - When traveling with a team, a coach or other adult school representative should never be alone in a room with a student;
  
- Fraternization with Students – In general, the role of the school staff member is that of an authority figure rather than that of a peer or friend.
  - Avoid counseling students in non-school matters;
  - Avoid meeting students away from school grounds unless part of a school-sponsored event;
  - Do not regularly transport students in your personal car or ride with them in their car;
  - Never allow students to have access to your personal vehicle;
  - Do not tell sexually-themed jokes, make sexual comments or provide students with access to sexually-oriented material;
  - Do not make comments about a student's body;
  - Do not have any discussions with students regarding romantic or sexual activities;
  - Never invite students to your home unless it is a school sponsored activity and another adult staff member is present at all times; and
  - Never touch a student in a manner that a reasonable person could interpret as inappropriate.
  
- The Growing Role of Personal Technology
  - Social Networking – remember that the role of school staff members is an adult authority figure to minors, not as a friend or social peer. Do not “friend” or “follow” students on social networking sites such as Facebook, Twitter, Instagram, Snapchat, etc.

- Telephone, Texting, and Email – do not provide your home phone number or cell phone number to students. If you must communicate electronically with students, make conversations brief and limit the content to school matters only. Avoid corresponding with students via email or text, especially one-on-one. If students have your email or phone number students (or the school provides a school email), limit communications to school matters only, and only communicate with groups and include other adults, like colleagues, administrators, and parents into the conversations.

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## **Section 8-S      Staff & District Social Media Use**

(Board Policy 403.10)

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### **A. General Use and Conditions**

1. Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board’s policy on professional boundaries between staff and students at all times and in both physical and digital environments.
  2. Staff must obtain the consent of their building principal or the Superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.
  3. Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member’s supervising administrator.
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## **Section 8-T      Transportation Supervision**

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Coaches and activity sponsors will travel to and from all away events on school-provided transportation. Coaches/Sponsors should not drive their own vehicles to any event unless adequate supervision (another coach/sponsor) is provided for the bus also going. This should only be done for unusual circumstances and will need to be pre-approval by the Activities Director.

The buses and other transportation vehicles should be recognized as a part of the entire activity system and no conduct should be allowed that reflects adversely on the individual, team, or school. Team members should never stick or throw anything out of the windows of a bus used to transport activity participants. When a bus or other school transportation vehicle returns after an away event, the team should remove any garbage that they bring onto or find on the transportation vehicle. Coaches/sponsors are required to check the condition of the transportation vehicle before it leaves or is parked for the evening.

All players are to use school-provided transportation. If a parent wishes to take a student-athlete home from an away event, he/she must follow the proper protocol established in the student handbook and supported by the activities department. Under no circumstances is a student to ride home with another student.

In the case of both female and male participants riding together to or home from an event, coaches/sponsors will designate the front of the transportation vehicle for one group and the back for the other. Coaches/sponsors are expected to be seated between the two groups. On the return trip home from the event, coaches/sponsors may allow the groups to switch places.

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## **Section 8-U**

## **Meal Charges**

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The Gering Public School food service department utilizes a computerized point-of-sale system, Infinite Campus. Staff is provided an account through the enrollment process. Money deposited into this account can be used for the purchase of breakfast, lunch, milk and ala carte items.

Gering Public Schools expects all staff members to be responsible for monitoring their individual Café account and maintaining a positive balance. The building Principal's office will notify the individual staff member of negative account balances. In the event a staff member's account reaches a negative balance of \$10, no extra meals or ala carte items can be charged. Staff members who have a negative balance may have their wages garnished to cover the cost.

## Chapter 9 - Grievance & Complaint Procedures

Section 9-A

GRIEVANCE PROCEDURE

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### Section 9-A

### Grievance Procedure

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The purpose of this grievance procedure is to secure, at the lowest level, an equitable solution to the problems which may from time to time arise concerning the interpretation, application, and meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

#### 1. DEFINITIONS

- a. Grievance: A cause of distress, based upon an event or condition which affects the welfare and/or terms and conditions of employment of a certificated person, a group of certificated people, or others; or the interpretation and/or application of the Board of Education policies, administrative regulations, building level policies, negotiated agreements and other contractual obligations.
  - b. Grievant: An individual or group of individuals who submits a grievance for arbitration through established procedures.
  - c. Party of Interest: Person or persons making the claim, any person who might be required to take action, any person against whom action might be taken.
  - d. Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
  - e. Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 of Level II shall be conducted in private and shall include only the administration's representative(s). All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure.
2. Association Representation--A grievant shall have the right to have the Association representatives present to represent the grievant at each level of the grievance procedure. Nothing herein shall be construed as limiting the right of any teacher to discuss their grievance informally with their immediate supervisor and having the grievance adjusted informally. The settlement shall not be inconsistent with the terms of the negotiated agreement.
  3. Reprisals--No reprisals of any kind shall be taken by the Board of Education, the grievant, and the administrator or parties of interest, against any individual or group because of participation in this due process procedure.
  4. Withdrawal of a Grievance--A grievance may be withdrawn at any level without prejudice.
  5. Timeliness of the Grievance--If the written grievance is not filed within twenty-one (21) calendar days after the individual or group knew, or should have known, of the set of conditions on which the grievance is based then the grievance shall be waived.
  6. Advanced Step Filing--The grievance shall be initially filed at the level where the decision or action resulting in the grievance was made.
  7. The Procedure:
    - a. Level I (Informal)

- i. Initiating Claim: Any certified employee of the school system who feels that he/she has a concern may initiate the process by discussing the matter with the building principal or immediate supervisor. A representative of the association may assist the employee in this resolution. If a resolution to the concern is not obtained through this discussion, the item should then be taken to the Superintendent of Schools. Every attempt should be made to resolve the problem at the informal level.
- b. Level II (Formal)
  - i. Step 1: Any concern that is not resolved at the informal level may be submitted as a formal grievance. If the aggrieved person is not satisfied with the disposition of his/her problem, or if no decision has been rendered following five (5) working days after stating the problem in the informal procedure, he/she may submit the problem as a formal grievance in writing to his/her principal or supervisor.
  - ii. Step 2: If a grievance is not resolved at the building level to the satisfaction of the aggrieved person, or if no decision has been rendered within three (3) working days after the presentation of the grievance in writing, the individual may appeal the written grievance to the Superintendent. The appeal to the Superintendent must be carried out within three (3) working days after the written response from the building administrator or when that action was in order. Within five (5) working days the Superintendent shall meet with the aggrieved person for the purpose of hearing and resolving the grievance. A record of such a meeting shall be kept by the Superintendent. Within five (5) working days following the meeting with the aggrieved, the decision and reasons therefore shall be submitted to the aggrieved in writing.
  - iii. Step 3: If the aggrieved person is not satisfied with the disposition of his/her grievance by the Superintendent of Schools or if no decision has been rendered within three (3) working days after the appeal meeting with the Superintendent, the aggrieved may appeal the grievance to the Board of Education. The appeal to the Board of Education must be carried out within six (6) working days after receiving the Superintendent's written decision or when that action was in order. Within twenty-five (25) working days after receiving the written appeal, the Board of Education shall meet with the aggrieved person for the purpose of hearing and resolving the grievance. Within ten (10) working days following the meeting with the aggrieved, the Board of Education shall render a decision with reasons therefore in writing. Extenuating circumstances (such as illness or being out-of-town) may prohibit strict adherence to the above timeliness specified in Steps 1, 2 and 3. Every attempt shall be made by all parties involved to adhere to the timeliness as established. Certain restrictions must apply at this level (Level II, Step 3) which are listed below:

The grievance may be placed on the agenda of the Board of Education to be heard at their regular or special meetings, or a date may be set by the Board of a particular time and/or place. A majority of the Board of Education must be present to hear the grievance. A grievance shall be heard in open session. The grievance may be held in closed session by consent of both parties. All grievances shall be recorded (agreed upon by both parties). Individual Board members may not act as a surrogate for the aggrieved. The Board's decision shall be rendered only after all the evidence is weighed, such as: Tape recordings or memos of meetings held prior to the Board hearing. Private discussion(s) with the Superintendent and/or Principal concerning their disposition of the original problem. The Board of Education may call for a hearing on the grievance involving all parties as witnesses. The decision of the Board of Education will be final. Additional recourse may be sought through the legal system.

## ***Chapter 10 - Workplace Procedures***

Section 10-A	SCHOOL FUNDS
Section 10-B	CREDIT CARDS
Section 10-C	CHECKING IN AND OUT
Section 10-D	DISTRIBUTION OF INFORMATION
Section 10-E	INVENTORIES
Section 10-F	PERSONAL PROPERTY
Section 10-G	POLITICAL CAMPAIGNS AND ISSUES
Section 10-H	TOBACCO-FREE WORKPLACE

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### **Section 10-A**

### **School Funds**

Gering Public Schools employees who deal with district and school funds (student fees, athletic fees, art fees, magazine fees, workbook fees, fundraisers, construction projects, etc.) have additional exposure for claims of impropriety. It is therefore incumbent upon individual staff members to adhere to a standard set of expectations and procedures when handling funds. These procedures are as follows:

1. All funds collected are receipted, with a copy for the students, and a copy for the school's records.
2. All money collected is turned into the office in a timely fashion; daily, if possible, but certainly at the end of each week.
3. All money turned in to the office shall be receipted with a copy to the teacher. Teachers should save their receipts for future reference.
4. No separate checking accounts, personal or otherwise, are to be used that involve student money. If necessary, specific activity accounting will be created to track targeted funds.

Any deviation from the above standards opens all of us up to potential claims of misconduct. Therefore, deviations to the above criteria are not allowable.

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### **Section 10-B**

### **Credit Cards**

Employees may use school district credit cards for the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties include, but are not limited to, fuel for school district transportation vehicles used for transporting students to and from school and for school-sponsored events, payment of claims related to professional development of the board and employees, and other expenses required by employees. Employees and officers using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt shall make the employee responsible for expenses incurred. Those expenses shall be reimbursed to the school district no later than ten (10) working days following use of the school district's credit card. In exceptional circumstances, the Superintendent or board may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances shall be maintained as part

of the school district's record of the claim. The school district may maintain a school district credit card for actual and necessary expenses incurred by employees and officers in the performance of their duties.

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## Section 10-C                      Checking In & Out

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Teachers may leave their buildings during their scheduled lunch time without checking out. Teachers must secure the verbal permission of their building principal to leave the building during duty hours.

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## Section 10-D                      Distribution of Information

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Reganation with community service and youth serving agencies through assisting these agencies in the distribution of information of value to students and their families shall be as follows:

1. Each distribution must be approved by the Superintendent or his/her designee.
  2. Principals shall be notified through the administrative bulletin. Principals shall notify teachers of the distribution.
  3. Representatives of agencies wishing to distribute information through the schools shall:
    - a. Package and label by building and by classroom enough materials to go to each child or family as targeted for distribution.
    - b. Deliver material to the central administrative office at least one day prior to mail delivery or, after approval, deliver directly to the buildings.
  4. Material with political, commercial, or religious content will not be approved for distribution, nor will materials containing art or composition which is in bad taste or otherwise inappropriate for distribution to students.
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## Section 10-E                      Inventories

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At the close of the school year, each instructor or department will make and certify a complete inventory of materials and equipment on respective forms. A copy of this inventory shall be emailed to the principal of the building. At the close of the school year, or when a teacher terminates employment, the final inventory shall be sent to the principal's office. Any irregularities will be reported to the Director of Business Services at once.

**ADMINISTRATORS - PLEASE NOTE: Building principals will personally check the inventory sheets.**

Building and room inventories

1. Inventories should be completed by rooms as well as buildings. It is very important that our inventories of furniture and equipment are up-to-date. This is important not only because we need to know exactly what we have in each building, department, and room so that we will know at all times whether we are adequately equipped; but also for insurance purposes. If we were to have a loss through fire, tornado, or

some other catastrophe, we would need to prove what we have in the building. **IT IS NECESSARY, THEREFORE, THAT EACH BUILDING PRINCIPAL MAKE CERTAIN THAT THE INVENTORY SHEETS ARE UP-TO-DATE.** If at all possible, specify the type of furniture. For example, it would be helpful to know that desks in a certain room are American Seating, Heywood-Wakefield, Artcobell, or another make.

2. The transfer of furniture and/or equipment from one building to another is allowed to take place only when the loaning principal and borrowing principal are aware of such a transfer. It is the responsibility of the borrowing principal, through the Director of Maintenance or one of his workers, to be certain the loaning principal is informed of the specific furniture and/or equipment borrowed, which building will house the material, and the duration of the transfer. Both principals will be asked to sign a Furniture/Equipment Checkout whenever such transfer occurs.
3. The athletic director will check athletic inventories with each coach before the coach will be permitted to check out in the spring.
4. Principals will check rooms and teachers' inventories very carefully before signing "check out" sheets.

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## **Section 10-F**

## **Personal Property**

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Personal property is not covered by Gering Public School insurance. If you bring your personal property to school, you do so at your own risk.

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## **Section 10-G**

## **Political Campaigns & Issues**

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Political office campaigns or issue campaigns may not be conducted within school facilities or on school premises, nor may materials relating to them be distributed. An exception to this is when such is part of an instructional unit where both sides of the issue, or both candidates, are treated fairly. Students or student groups may not participate or perform on occasions which are strictly partisan or sectarian in character or purpose except if requested by the President of the United States on a political visit to Gering. Bond issues, referendums, initiatives, and legislative issues may be discussed and materials distributed at Board approved meetings on school property and at the invitation of organizations or school groups using school facilities. Public schools may be used as a public polling place where all election laws will be observed. Political candidates and issues may be discussed at employee organization meetings held on school premises.

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## **Section 10-H**

## **Tobacco-Free Schools**

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It is the policy of the Gering Public Schools' Board of Education that, out of concern for the health and well-being of all students, staff, and patrons, and the belief that all tobacco products are harmful, a totally tobacco-free environment is instituted for the School District of Gering. Use of smoking and chewing tobacco products (including e-cigarettes, vaping devices, and other vapor products) will be prohibited in all school buildings, structures, vehicles, and on all school property.

# *Chapter 11 - Anti-Harassment*

Section 11-A

HARASSMENT BY EMPLOYEES

Section 11-B

HARASSMENT INVESTIGATING AND REPORTING

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## **Section 11-A**

## **Harassment By Employees**

(Board Policy 404.06-F1 & F2)

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The Gering Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination and harassment. The district intends to take any and all necessary measures to assure compliance with such laws against any prohibited forms of discrimination and harassment.

Harassment of employees, students, volunteers or visitors will not be tolerated in the school district. School district includes school district facilities, school district property, or property within the jurisdiction of the school district; while in school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district.

Harassment includes, but is not limited to, racial, religious, national origin, marital status, disability and sexual harassment. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the Superintendent or board.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, education, or participation in school programs or activities;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting such individual's employment or education; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or learning environment.

Sexual harassment as set out above, may include, but is not limited to the following:

- verbal or written harassment or abuse, or unwelcome communication implying sexual motives or intentions;
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;
- unwelcome touching;
- unwelcome and offensive public sexual display of affection;
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

Harassment on the basis of race, creed, color, religion, national origin, marital status or disability means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs, activities or employment;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- verbal, physical or written harassment or abuse;
- repeated remarks of a demeaning nature;
- implied or explicit threats concerning one's grades, achievements, etc.;
- demeaning jokes, stories, or activities directed at an individual.

Employees, students, volunteers or visitors who believe they have suffered harassment shall report such matters to the investigator for harassment complaints. However, claims regarding harassment may also be reported to the alternate investigator for harassment complaints.

Upon receiving a complaint, the investigator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the investigator to promptly and reasonably investigate claims of harassment and to pass the findings on to the Superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

No one shall retaliate against an employee or student because they have filed a harassment complaint, assisted or participated in a harassment investigation, proceeding, or hearing regarding a harassment charge or because they have opposed language or conduct that violates this policy. This policy should be used when an employee is the alleged harasser or the alleged victim. It is strongly recommended the investigator and alternate investigator be of opposite sexes.

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## **Section 11-B**

## **Harassment Investigating & Reporting**

(Board Policy 404.06R1)

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Harassment of employees and students will not be tolerated in the school district.

Harassment is a violation of school district policies, rules and regulations and, in some cases, may also be a violation of criminal or other laws. The school district has the authority to report students violating this rule to law enforcement officials.

Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the Superintendent or board.

Individuals who feel that they have been harassed by employees, board members, administrators, parents, vendors or others doing business with the school district should communicate to the harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual needs assistance communicating with the harasser, he/she should ask a teacher, counselor or principal to help.

### Complaint Procedure

An employee or student who believes that they have been harassed shall notify the principal who shall serve as the designated investigator. The alternate investigator is the Director of Student Services. The investigator may request that the employee or student complete the Harassment Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. Information received during the investigation shall be kept confidential to the extent possible.

The Superintendent, or the investigator with the approval of the Superintendent, has the authority to initiate a harassment investigation in the absence of a written complaint.

### Investigation Procedure

The investigator shall reasonably and promptly commence the investigation upon receipt of the complaint. The investigator shall interview the complainant and the alleged harasser. The alleged harasser may file a written statement refuting or explaining the behavior outlined in the complaint. The investigator may also interview witnesses as deemed appropriate.

Upon completion of the investigation, the investigator shall report to the Superintendent. The investigator will outline the findings of the investigation to the Superintendent.

### Resolution of the Complaint

The Superintendent will complete the next step in the investigation reasonably and promptly upon receipt of the investigator's report. Following the investigator's report, the Superintendent may investigate further, if deemed necessary, and make a determination of the appropriate next step which may include discipline, up to and including, discharge.

Prior to the determination of the appropriate remedial action, the Superintendent may, at the Superintendent's discretion, interview the complainant and the alleged harasser. The Superintendent shall file a written report closing the case and documenting any disciplinary or other action taken in response to the complaint. The complainant, the alleged harasser and the investigator shall receive notice as to the conclusion of the investigation.

Points to Remember in the Investigation

- Evidence uncovered in the investigation is confidential.
- Complaints must be taken seriously and investigated.
- No retaliation will be taken against individuals involved in the investigation process.
- Retaliators will be disciplined up to and including discharge.

## ***Chapter 12 - Employee Relations***

Section 12-A

NEPOTISM

Section 12-B

CONFLICT OF INTEREST

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### **Section 12-A**

### **Nepotism**

(Board Policy 402.04)

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The Gering Public Schools standards for employment decisions such as hiring, promoting, reappointing, evaluating, awarding salary, disciplining, and terminating employees are based upon an individual's qualifications for the position, ability and performance. The District attempts to avoid favoritism, the appearance of favoritism, and conflicts of interest in employment, and reserves the right to take appropriate action when relationships or associations of employees negatively affect the District's mission and goals.

Employees and applicants for employment shall not be denied employment or advancement opportunities because of their status as a family or household member of another employee. However, no person shall be employed, promoted, or transferred to a permanent position in a school or department where they would be the immediate supervisor of or receive direct supervision or be in the line of authority from a

- spouse, domestic partner or cohabitant;
- child, including adopted, in-laws and step- or half-parent;
- grandchild, including in-laws and step- or half-; or
- any other member of an employee's household whether or not related by blood or marriage.

In addition, a person serving in a supervisory position may not participate in decisions regarding hiring, appointment, placement, evaluation, rate of pay, salary increases, promotion, monetary awards, or other personal interest for a relative or household member employed by the District, even when the supervisor is not in the line of authority.

Furthermore, to avoid the risk of sexual harassment or any appearance of impropriety, employees shall not be allowed to retain supervisory responsibilities over subordinate employees whom they are dating. A supervisor who becomes involved in a relationship covered by this policy shall notify the Superintendent within ten working days after the start of the relationship. Upon receiving notification of such a relationship from the supervisor, the Superintendent shall immediately assign to another supervisor all responsibilities for employment decisions affecting the subordinate employee and shall make arrangements to transfer one of the employees to another position in the district within a reasonable amount of time.

In exceptional circumstances, a direct supervisory relationship may exist between employees who are family or household members. Such circumstances may be necessitated by factors such as the unique qualifications or responsibilities of the individuals involved or the lack of other available appropriate supervisory personnel.

Exceptions involving the Superintendent and the Superintendent's family or household members must be approved by the Board of Education.

## Section 12-B

## Conflict of Interest

(Board Policy 402.03)

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Employees' use of their position with the school district for financial gain shall be considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

## Chapter 13 - Expenses

Section 13-A

EXPENSE REIMBURSEMENT: TRAVEL

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### Section 13-A

### Travel

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Specific Guidelines for travel reimbursement for employees are as follows:

- The Superintendent or his/her designee may allow travel expenses for personnel under their supervision according to the guidelines set forth in this regulation. If a school credit card is needed personnel must understand and comply with the GPS credit card policy. The In-service/Conference/Meeting Request Form must be completed prior to their travel. Building principals are responsible for explaining these regulations to personnel before departure.

Meals--In-state claims will be paid at a maximum daily rate of \$47.00. \$10.00 for breakfast and \$14.00 lunch if not provided by the conference or hotel, and \$23.00 for dinner. Out-of-State daily rate is determined by the Government Services Administration guidelines. If an employee exceeds the daily rate, he/she is responsible to pay the difference personally. If an employee chooses to forfeit a meal, costs cannot be combined. No exceptions. Reimbursement will not be made for any alcoholic beverages. Detailed *Receipts are required*.

Mileage--Within district travel, mileage will be reimbursed at the IRS allowable rate. Out of district mileage rate is \$0.40/mile (private car) if no district vehicle is available and \$0.20/mile (private car) if a district vehicle is available.

Air Transportation--If travel by plane is used, the most economical fare available will be allowed for reimbursement. *Receipts are required*.

Lodging--When overnight lodging is required, reimbursement will be for actual costs at a lodging facility approved by the supervisor prior to travel. *Receipts are required*. Rates for lodging will be divided equally between the parties when facilities are shared as may be appropriate. Direct bill for lodging will need to be arranged if possible at the time of reservation.

Miscellaneous Expenses--Registrations, taxi fares, parking fees, and car rentals may be allowed. *Receipts are required*. Expense claims for spouses and/or other family of employees are prohibited.

Special Note--Arrangements for reimbursement must comply with one or more of the categories above to be approved by the supervisor, business manager or the Superintendent.

## ***Chapter 14 - Safety Procedures***

Section 14-A	WORKPLACE SAFETY
Section 14-B	EMPLOYEE ID BADGES
Section 14-C	WORKERS COMPENSATION/WORKPLACE INJURIES
Section 14-D	PERSONAL PROPERTY DAMAGE
Section 14-E	CHEMICAL USE
Section 14-F	EMPLOYEE PHYSICAL EXAMINATIONS
Section 14-G	COMMUNICABLE DISEASES
Section 14-H	ASBESTOS
Section 14-I	EMERGENCY PROCEDURES
Section 14-J	BLOODBORNE PATHOGENS

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### **Section 14-A**

### **Workplace Safety**

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The school district is committed to providing and maintaining a safe and healthful work environment. This school district recognizes its responsibility in protecting and conserving its human and financial resources. Each employee of the school district should show concern for the safety of fellow employees, students, and members of the public, to prevent losses of these resources.

Safety and health management is the ultimate responsibility of the Board of Education, during the hours an employee is working for the school district. Functional authority for continued development and implementation of health and safety is hereby delegated to the Superintendent or the Superintendent's designee. The Superintendent or the Superintendent's designee is further hereby directed to establish the Committee or Committees as required by 48-443, R.R.S. or other laws. The Safety Committee(s) established shall adopt for this school district and maintain an effective written Injury Prevention Program. Management shall participate in the Safety Committee(s) and in safety education and training, and establishment of safety rules, policies, and procedures as provided in this policy, the school district's written Injury Prevention Program or as otherwise provided by law or the Superintendent or the Superintendent's designee.

The Safety Committee(s) shall perform such functions, be made up of members, and meet as required by law. The school district shall develop and maintain a written Injury Prevention Program as required by law and the Superintendent or the Superintendent's designee is hereby delegated authority and responsibility as required or allowed by law over such Injury Prevention Program.

Safety and health training, accident investigation, record keeping procedures, safety rules, and policies and procedures shall be implemented as required by law.

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### **Section 14-B**

### **Employee ID Badges**

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All GPS employees are required to wear GPS identification badges. These ID badges help ensure that only authorized personnel have access to district buildings. ID badges need to be worn during work hours. Visitors to

buildings should be directed to the school office to obtain a visitor's badge. Having identified and authorized personnel in our buildings helps to protect staff and students.

If an ID badge is damaged or lost, please contact Central Administration for a replacement.

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## **Section 14-C**

## **Workers Compensation/Injuries**

(Board Policy 404.02, 407.05, 905.06)

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When a staff member or student is injured, it is important and necessary for an accident report to be completed. The accident report is available at each building office. It shall be the responsibility of the employee injured on the job to inform the Superintendent within one business day of the occurrence. It shall be the responsibility of the employee's immediate supervisor to file an accident report within one business day after the employee reported the injury. It shall be the responsibility of the the employee to file claims, such as worker's compensation through the central administration office.

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## **Section 14-D**

## **Personal Property Damage**

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To avoid damage to personal property, staff members are urged not to bring personal property to work.

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## **Section 14-E**

## **Chemical Use**

(Board Policy 404.05)

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Gering Public Schools is committed to minimizing hazardous chemical use and waste and and to providing a healthy and safe environment for its students, faculty and staff. In order to achieve these goals, the school believes that proper chemical management and training are essential to make students and employees aware of potential hazards related to chemical use. An important step in creating a chemically safe school environment is to reduce the amount and toxicity of chemicals coming into it.

It is the policy of Gering Public Schools that no chemicals, hazardous or nonhazardous, are to be used in any district facility that was not purchased by the district or approved for use by the building administrator. GPS will not accept donations of chemicals, including paint, without written approval by the Superintendent or his/her designee. There is to be a Material Safety Data Sheet on file for each chemical stored in the building.

All buildings will restrict the purchase of hazardous chemicals, and purchasing procedures will be followed by all faculty and staff to minimize large quantities of chemicals and/or extremely hazardous chemicals from entering the school. Purchasing will limit surplus/bulk to a two-year supply, or less depending on the chemical properties and hazard information.

All school laboratories and shops that store chemicals are to do a yearly chemical inventory, give this list to the building administrator who will make the information available to local fire authorities.

Staff training will focus on the identification of hazardous and non-hazardous chemicals, the proper storage of chemicals, and safety issues related to the use and disposal of chemicals.

Employees have the responsibility to know and follow these policies and procedures, to participate actively in training programs, and to conduct their work activities in a manner which minimizes chemical waste generation and disposal.

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## **Section 14-F                      Employee Physical Examinations**

(Board Policy 404.01)

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Good health is important to job performance. All offers of employment may be made contingent on medical examination results. Employees whose physical or mental health, in the judgment of the administration, may be in doubt shall submit to an examination, when requested to do so, at the expense of the school district. Medical examinations will be conducted by a medical doctor selected by the district.

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## **Section 14-G                      Communicable Diseases**

(Board Policy 404.04)

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Employees with a communicable disease will be allowed to perform their customary employment duties provided they are able to perform the essential functions of their position and their presence does not create a substantial risk of illness or transmission to students or other employees. The term "communicable disease" shall mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

Health data of an employee is confidential and it shall not be disclosed to third parties. Employee medical records shall be kept in a file separate from their personal file.

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## **Section 14-H                      Asbestos**

(Board Policy 905.05)

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The Gering Public Schools has conducted asbestos inspections in all of its facilities as required by Section 203 of Title 2 of the Toxic Substance Control Act, 15 U.S.C. 2643. Management plans requiring those inspections are available for your review in the principal's office and in the Central Administration Office during regular business hours.

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## **Section 14-I                      Emergency Procedures**

(Board Policy 508.05, 905.02)

Emergency Management Plan: Gering Public Schools has developed an Emergency Management Plan in order to be prepared for such events as fires, tornadoes, bomb threats, hazardous materials, suicides, abductions, staff/student deaths, intruders, and medical emergencies. Please familiarize yourself with these procedures.

Fire Drills: Approximately once each month, drills will be held to ensure that the building can be emptied in an efficient and orderly manner. Fire drill instructions should be plainly posted in every room by the exit door. Windows and doors should be closed as you leave and each teacher should have a grade book containing a current class roster. Students should be moved away from the building thereby clearing exits and roll should be taken to determine that all students are accounted for and clear of the building.

Tornado Drills: In the event of a severe weather warning all classes will proceed to the assigned areas in their building. Here, the students will be seated on the floor, facing the center of the hallway or classroom. If the weather is so severe that a tornado could hit the immediate vicinity, students will place their hands and arms over their heads with their heads down between their knees and remain in that position until further notice. Under no circumstances will a student be released from school to any person other than his parents or guardian without prior written permission from the parent. Teachers will take roll when all students are in their alert areas. Students and teachers will be given further instructions as necessary. Tornado Drills shall be conducted at least twice each school year.

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## Section 14-J

## Bloodborne Pathogens

(Board Policy 404.04, 508.03)

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The following guidelines are meant to provide simple and effective precautions against transmission of disease for all persons.

- **HAND WASHING PROCEDURES:** Hand washing is considered to be the most important procedure in preventing the spread of infections. Proper hand washing requires the use of soap and water and vigorous washing under a stream of running water for approximately 10 seconds. Soap suspends easily removable soil and microorganisms, thus allowing them to be washed off. Running water is necessary to carry away dirt and debris. Use paper towels to thoroughly dry hands. The proper handwashing procedure is:
  - a. Wet hands with warm water.
  - b. Apply soap; lather hands and wrists.
  - c. Apply friction to all surfaces of fingers, including between fingers and fingernails; apply friction to the rest of the hands, keeping hand and fingers pointed down.
  - d. Rinse hands and wrists thoroughly with warm water, allowing water to flow from wrists to fingertips.
  - e. Dry hands well. NOTE: if paper towels are used, turn off faucet using paper towel to protect clean hands.
  - f. Discard paper towels.

Situations in which good personal hygiene must be practiced include but are not limited to:

- a. Whenever your hands are soiled.
- b. Before handling or preparing food products.
- c. Before eating.

- d. After blowing or wiping your nose.
  - e. Use of the toilet.
- **HANDLING BODY FLUIDS IN THE SCHOOL:** The body fluids of all persons should be considered to contain potentially infectious agents (germs). The term "body fluids" includes; blood, semen, drainage from scrapes and cuts, feces, urine, vomitus, respiratory secretions (e.g., nasal discharge) and saliva.
    - a. Use Disposable Gloves--When possible, direct skin contact with body fluids should be avoided. Disposable gloves will be available in the office. Gloves are recommended when direct hand contact with body fluids is anticipated (e.g., treating bloody noses, handling clothes soiled by incontinence, cleaning small spills by hand). If extensive contact is made with body fluids, hands should be washed afterwards. Gloves for this purpose should be put in the plastic bag or lined trash can, secured, and disposed of daily.
    - b. Unanticipated Skin Contact--In many instances, unanticipated skin contact with body fluids may occur in situations where gloves may not be immediately available (e.g., when wiping a runny nose, applying pressure to a bleeding injury outside the classroom, helping a child in the bathroom). In these instances hands and other affected skin areas of all exposed persons should be routinely washed with soap and water after direct contact has ceased.
    - c. Handling Clothing and Non-Disposable Items--Clothing and other non disposable items (e.g., towels used to wipe up body fluid) that are soaked through with body fluids should be rinsed and placed in plastic bags. If presoaking is required to remove stains, (e.g., blood, feces), use gloves to rinse or soak the item in cold water prior to bagging. Clothing should be sent home with appropriate laundry instructions to parents and/or teachers (see below). Contaminated disposable items (e.g., tissues, paper towels, diapers) should be put in a plastic bag or lined trash can, secured, and disposed of daily.
    - d. Removing Spilled Body Fluids From the Environment--Place solid materials in a plastic bag, secure, and dispose of immediately. Disposable gloves should be worn when using these agents. The dry material is applied to the area, left for a few minutes to absorb the fluid, and then swept up. The sweepings should be disposed of in a plastic bag. Broom and dustpan should be rinsed in a disinfectant.
    - e. Disinfectants--An intermediate level disinfectant should be used to clean surfaces contaminated with body fluids. Such disinfectants will kill vegetative bacteria, fungi, tubercle bacillus and viruses. The disinfectant should be registered by the U.S. Environmental Protection Agency (EPA) for use as a disinfectant in medical facilities and hospitals. The disinfectant should be used in accordance with the manufacturer's directions for disinfecting. Hypochlorite solution (bleach, such as Clorox\*) is preferred for objects that may be put in the mouth.
    - f. Disinfection of Hard Surfaces and Care of Equipment--Disposable gloves should be worn. After removing the soil, a disinfectant is applied. Mops should be soaked in disinfectant after use and rinsed thoroughly or washed in a hot water cycle before rinse. Disposable cleaning equipment and water should be placed in a toilet or plastic bag as appropriate. Non Disposable cleaning equipment (dustpans, buckets) should be thoroughly rinsed in the disinfectant. The disinfectant solution should be promptly disposed down a drain pipe. Remove gloves and discard in appropriate receptacles.
    - g. Disinfection of Rugs--Disposable gloves should be worn. Apply sanitary absorbent agent and let dry. Remove with dustpan and broom, then apply disinfectant with a sprayer and allow to dry. Rinse dustpan and broom in disinfectant. Dispose of non-reusable cleaning equipment and gloves as noted above. Vacuum if necessary after disinfectant is dry.

- h. Laundry Instructions for Clothing Soiled with Body Fluids--The most important factor in laundering clothing contaminated in the school setting is the elimination of potentially infectious agents by soap and water. Addition of bleach will further reduce the number of potentially infectious agents. Clothing soaked with body fluids should be washed separately from other items. Presoaking may be required by heavily soiled clothing. Otherwise, wash and dry as usual. If the material is bleachable, add 1/2 cup household bleach (Clorox™) to the wash cycle. If material is not colorfast add 1/2 cup non-clorox bleach (e.g., Clorox II\*, Borateem\*) to the wash cycle. Brand names used only for examples and should not be considered an endorsement of a specific product.
- All Gering Public Schools staff shall complete annual bloodborne pathogen training.

# Chapter 15 - Professional Growth

Section 15-A

PROFESSIONAL GROWTH

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## Section 15-A

## Professional Growth

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Professional Growth Forms can be found on the Gering Public Schools website at <http://www.geringschools.net/>

All certificated staff members are encouraged to grow professionally by attending college classes/workshops, serving on professional committees, and participating in other approved activities. Each permanent certified staff member must complete 6 professional growth points in a six-year period to meet the requirements of the **Nebraska School Law** (see statutory reference 79-830) which states: “Every six (6) years permanent certificated employees shall give evidence of professional growth. Six (6) semester hours of college credit shall be accepted as evidence of professional growth or, in the alternative, such other activities as are approved by the school board which may include, but are not limited to, educational travel, professional publications, or work on educational committees.”

1. Each **tenured** employee must earn **6** professional growth points every **6 years**.
2. The professional growth period begins in the fall of the year in which tenure status was attained and each 6-year period thereafter shall constitute the applicable professional growth period.
3. The 6-year period goes from **September 1<sup>st</sup> to August 31<sup>st</sup>**. The exception is the newly tenured teacher who starts from the first day of the 4<sup>th</sup> school year rather than on September 1<sup>st</sup>.
4. Tenure officially begins at the **start of the 4<sup>th</sup> school year** (see statutory reference 79-824). For newly tenured teachers, Professional Growth starts on the first day of tenure so any activities completed during the summer months before do not count.
5. Professional growth points are granted from the list of professional growth activities, which was agreed to by the Board of Education. **Pre-approval is not needed** unless there is a question about an activity. Since activity #10 is subject to the discretion of the Superintendent/Designee, pre-approval is recommended if it is not a district-sponsored activity.
6. Graduate college credit classes can be used for both Professional Growth and Salary Movement; however, **two** SEPARATE and DIFFERENT forms must be filled out. Graduate courses for Salary Movement must have prior approval from the Central Office (in accordance with the Professional Agreement).
7. Upon completion of an activity, the certified employee must fill out a **Professional Growth Activity Form** and send the original form to the Central Office for approval. Some type of **written proof of verification** must be on the form or attached to it.
8. Once the 6-point requirement has been met, any **extra activities** will **not** be counted during the remainder of the 6-year period. No activities can be carried over to the next 6-year Professional Growth period.
9. Staff members who have not completed the Professional Growth requirement by the end of the six-year period will have no advancement on the salary schedule or any increase in salary for the next year.
10. Failure of a certificated employee to show evidence of sufficient professional growth at the end of his/her six-year cycle would be in violation of District policy (see File: 409.01) and also of the above-mentioned state statute. This could be considered as grounds for termination under the heading “just cause.”
11. Tenured employees will be informed once a year of the total number of Professional Growth points earned.
12. Principals will receive yearly notification of the status of the employees in the building. This will allow administrators to communicate with individuals regarding their professional growth requirements.

Professional Growth points are awarded for the following activities:

1. **COLLEGE COURSES** – Graduate or undergraduate courses relating to present position or in preparation for a different assignment.
  - a. 1 college credit = 1 professional growth point
  - b. 6 maximum professional growth points allowable
  - c. Proof: Copy of college report card or college transcript
  - d. **NOTE: Graduate courses must be approved by the Superintendent/Designee for advancement on the salary schedule.**
2. **AUDITING A COLLEGE CREDIT COURSE** – Class is attended but not taken for college credit
  - a. 1 credit (15 contact hours) = 1.0 professional growth point
  - b. 3 maximum professional growth points allowable
  - c. Proof: Class audit slip, certificate or permission note from instructor
3. **SUPERVISION OF STUDENT TEACHER**
  - a. 1 completed term (8 weeks) = 1 professional growth point
  - b. 2 maximum professional growth points allowable
  - c. Proof: Signature of building administrator or college supervisor
4. **DISTRICT EDUCATIONAL COMMITTEE WORK**
  - a. Example: School Improvement Committee
  - b. 8 hours of work = 0.5 professional growth point
  - c. Must accumulate minimum of 4 hours to be counted
  - d. 2 maximum professional growth points allowable
  - e. Proof: Description of tasks, log of hours involved, and signature of committee chairperson
5. **PROFESSIONAL ORGANIZATION OFFICER OR COMMITTEE MEMBER** – Must be related to educational field at the state or national level
  - a. 8 hours of work = 0.5 professional growth point
  - b. Must accumulate minimum of 4 hours to be counted
  - c. 1 maximum professional growth point allowable
  - d. Proof: Copy of program, agenda, minutes, or signature of chairperson/administrator
6. **CONTINUING EDUCATION COURSE** – Course must be relative to present teaching position
  - a. 8 hours of class work = 0.5 professional growth point
  - b. Must be a minimum of 4 hours to be counted
  - c. 2 maximum professional growth points allowable
  - d. Proof: Signature of instructor for successful course completion
7. **PRESENTER AT REGIONAL, STATE, OR NATIONAL CONFERENCE** – Presentation must be related to educational topic
  - a. 1 hour presentation = 1 professional growth point
  - b. 2 maximum professional growth points allowable
  - c. Proof: Copy of conference program with your name highlighted
8. **PRESENTER AT GERING PUBLIC SCHOOLS/REGIONAL SCHOOLS STAFF DEVELOPMENT** – Presentation must be related to educational topic
  - a. 1 hour presentation = 1 professional growth point
  - b. 2 maximum professional growth points allowable
  - c. Proof: Signature of Central Office administrator
9. **EDUCATIONAL CONFERENCE/WORKSHOPS/SEMINARS** – Must be beneficial to present teaching field

- a. 8 hours/1 day participation = 0.5 professional growth point
- b. Must be a minimum of 4 hours/half day long to be counted
- c. 6 maximum professional growth points allowable
- d. Proof: Signature of workshop instructor or sponsoring administrator

10. **OTHER ACTIVITIES AS APPROVED** – Activity must have approval by the Superintendent/Designee

- a. Example: District staff development, accreditation teams
- b. Pre-approval by Superintendent/Designee is recommended if activity is not district-sponsored
- c. 8 hours/1 day participation = 0.5 professional growth point
- d. Must be minimum of 4 hours or accumulate to 4 hours, unless deemed differently by Superintendent
- e. 6 maximum professional growth points allowable
- f. Proof: Signature of Superintendent/Designee from Central Office, other form of verification as required by Superintendent/Designee

## ***Chapter 16 - Teacher Evaluation***

Section 16-A

CERTIFICATED EMPLOYEE EVALUATION

Section 16-B

CERTIFICATED EMPLOYEE EVALUATION FORMS

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### **Section 16-A**

### **Certificated Employee Evaluation**

(Board Policy 406.08, 406.08R)

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

Probationary teachers shall be formally observed and evaluated at least once each semester. Each formal observation shall be for an entire instructional period of at least 40 minutes.

Certified permanent employees shall be formally observed and evaluated at least once every three years. It shall be the responsibility of the building principal/supervisor to insure certificated employees are evaluated on a three year rotation plan. The specifics of the three year rotation plan are outlined in the administrative regulations. Each formal observation shall be for a minimum of 40 minutes. Additional evaluations shall be made in cases where there are major changes in assignments or noted changes in employee effectiveness. Evaluators may schedule additional evaluations when the evaluator feels it would be to the employee's and/or school district's benefit to conduct additional observations and evaluations, or at the employee's request.

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

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### **Section 16-B**

### **Certificated Employee Evaluation Forms**

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Can be located at <http://www.geringschools.net/staff/evaluation-process.html>.