

**Johnson County  
Central Public Schools  
Certified Staff Handbook**



**2014-2015**

# 2014-2015 JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS CERTIFIED STAFF HANDBOOK

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**Johnson County Central Public School Certified Staff Handbook  
2014-2015 School Year**

**FOREWORD**

**Section 1 Intent of Handbook**

Welcome to Johnson County Central Public Schools. This handbook is intended to be used by teachers and other certificated staff to provide general information about Johnson County Central Public Schools and to serve as a guide to the District's policies, rules, and regulations, benefits of employment, and performance expectations.

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

Each teacher is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract, the negotiated agreement between the Johnson County Central Public Schools and the Johnson County Central Public School Education Association, and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations will take precedent.

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

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

This handbook will be in effect for the 2014-2015 and subsequent school years unless replaced by a later edition.

**Section 2 Information About Johnson County Central Public Schools**

Johnson County Central Public Schools was formed in May, 2007 as a result of a merger between the former Tecumseh and Nemaha Valley districts. Both Tecumseh and Cook house students in elementary grades, while a 6-8 middle school is located in Cook, with the high school being located in Tecumseh. The business office is located in Tecumseh.

**Section 3 School Mission Statement**

## **J**ourney of excellence...through

- Demonstrating exceptional educational instruction and learning
- Presenting a safe and drug free setting that fosters the desire to learn
- Encouraging progressive relevant student involvement
- Respecting the contributions of all

## **C**reating lifelong learners...by

- Integrating technology throughout the curriculum
- Focusing on developing problem solvers in the classroom
- Stressing global perspective and the appreciation of diversity
- Promoting the value of the arts and extracurricular endeavors as integral parts of the curriculum

## **C**itizens for tomorrow...developed by

- Preparing students to contribute positively in the family, school, community, and the world
- Instructing and demonstrating respect for the environment
- Establishing a partnership of service between school and community

Mr. Greg Hunzeker  
President

Mrs. Sue Borchert  
Vice-President

Mrs. Barb Gottula  
Treasurer

Mr. Mike Gerdes  
Member

Mr. Mike Remund  
Member

Mrs. Teresa Goracke  
Member

**Section 5 Johnson County Central Public Schools Staff Administration**

Mr. Jack Moles  
Superintendent

Mr. Rick Lester  
High School Principal

Mr. Rich Bacon  
Middle School Principal  
Activities Director

Mr. Jon Rother  
Elementary Principal

**Certified Teachers**

Mrs. Marsha Bacon  
K-8 Counselor

Mrs. Karla Benson  
First Grade at Tecumseh Site  
Asst. Volleyball  
Mrs. Alta Bohling

Middle School Math and Science

Dr. Vicky Boone  
Science

Mrs. Judy Borrenpohl  
Kind. Grade at Tecumseh Site

Mr. Dustin Buggi  
Technology Director/Strength Training  
Head Football/Head Boys Track

Mrs. Tanya Crotty  
Fifth Grade at Cook Site

Mrs. Susan Dieckgrafe  
Third Grade at Tecumseh Site

Mrs. Kayleen Doeden  
Second Grade at Tecumseh Site

Mr. Tom Doran  
K-12 Vocal Music  
Musical

Mrs. Kelli Dorsey  
Fourth Grade at Cook Site

Ms. Tania Durre  
English/Reading/12<sup>th</sup> Grade Sponsor  
Play Production/Speech/Drama Sponsor

Mrs. Kimberly Ellicott  
Speech Pathologist

Mr. Kirk Faris  
Mathematics



Asst. Football/Asst. Boys Basketball

Mrs. Robyn Faris  
First Grade at Tecumseh Site

Mrs. Kris Farris  
English/Journalism

Miss Joni Fox  
K-12 Art/Art Club Sponsor  
11<sup>th</sup> Grade Sponsor

Mrs. Emily Fricke  
K-12 Instrumental Music

Mr. Reid Genuchi  
SPED at Cook Site/Head JH Boys Track  
Asst. JH Boys Basketball/Asst. JH Football

Mrs. Mandy Goodrich  
Special Education at Cook Site

Mrs. Cheryl Grove  
Title I at Cook Site

Mrs. Kathie Grotrian  
Kindergarten at Tecumseh Site

Mrs. Robin Heideman  
Third Grade at Tecumseh Site

Mrs. Carol Hemmingsen  
Second Grade at Tecumseh Site

Mrs. Christy Hodges  
Science/FFA Sponsor

Mrs. Karen Hunzeker  
Middle School Math  
Asst. Softball/Asst. Basketball

Mrs. Angie Huskey  
Business  
FBLA Sponsor/Asst. Track

Mr. Chris Hutt  
K-12 Physical Education  
Head Boys Basketball

Mrs. Gail Hutt  
Reading Teacher at Tecumseh Site

Mrs. Sally Hutt  
Title I at Tecumseh Site

Ms. Alison Jackson  
Pre-School at Tecumseh site  
Head JH Girls Track

Mrs. Ashley Juilfs  
Horizon at Tecumseh Site  
Head JH Volleyball

Mrs. Nichole Justesen  
Science/10<sup>th</sup> Grade Sponsor  
Head Volleyball/Asst. Track

Mrs. Rebecca Kling  
Special Education Asst. Director  
at Tecumseh Site

Mrs. Lynsey Meints  
JH Reading

Mrs. Shelley Moles  
High School Guidance Counselor/  
National Honor Society Sponsor

Mrs. Jenna Murphy  
Spanish  
11<sup>th</sup> Grade Sponsor

Mrs. Colleen Naber  
Fourth Grade at Cook Site

Mrs. Lavonne Niedermeyer  
JH Media Center/English

Mr. Steve Nolte  
Social Science  
9<sup>th</sup> Grade Sponsor

Mrs. Lisa Othmer  
PK at Cook Site

Mrs. Jeanette Palmer  
JH English

Mrs. Joan Peters  
Media Center at Tecumseh Site  
Drug Free Sponsor

Mr. Rick Richard  
Industrial Arts  
Head Boy/Girls Golf

Mrs. Tina Richardson  
Mathematics/Academic Quiz Bowl  
Academic Decathlon Sponsor

Mrs. Beckie Robeson  
Kind. Grade at Tecumseh Site

Mr. Jeff Robeson  
Middle School Social Science  
Head JH Football

Mrs. Devon Roesener

Alternative Education/Academic Decathlon  
Asst. Cheerleader Sponsor

Mrs. Maggie Rother  
Middle School Science

Mrs. Lisa Schuster  
Special Education at Tecumseh Site  
Cheerleader Sponsor

Mr. Ben Swanson  
Mathematics  
Asst. Boys Basketball

Mrs. Julie Tubbesing  
Fifth Grade at Cook Site

Mrs. Lisa Weber  
ESL

Mr. Nick Weber  
Social Sciences/Student Council Sponsor  
Head Girls Track  
Head Girls/Boys Cross Country

Mr. Dean Wellensiek  
4<sup>th</sup>-8<sup>th</sup> Grade Physical Education/Health  
4<sup>th</sup>-5<sup>th</sup> Grade Vocal Music/Head JH/HS Wrestling  
Asst. Football

**Support Staff**

Mr. Jim Allen  
Custodian

Mrs. Laurie Badertscher  
Administrative Secretary

Mrs. Stephanie Berkebile  
Teacher Aide

Mrs. Sue Borchert  
Asst. Volleyball

Mrs. Peggy Borrenpohl  
Cook

Mrs. Ruth Bray  
Dishwasher

Mrs. Heather Clements  
Teacher Aide

Mrs. Julie Damme  
Middle School Secretary

Mr. Bob Eichenberger  
Asst. Girls Basketball

Mr. Casey Fricke  
Teacher Aide/Asst. JH Volleyball/Track

Mrs. Joann Gadeken  
Head Cook

Mrs. Linda Goracke  
Teacher Aide

Mr. Dennis Gottula  
Bus Driver

Mrs. Abby Klaasmeyer  
Secretary at Cook/Bus Driver

Mr. Ron Kothe  
Head Custodian

Mr. Larry Kuhl  
Asst. JH Wrestling/Asst. HS Wrestling

Mrs. Lisa Kuhl

School Nurse

Mr. Terry Kuhl  
Head JH Boys Basketball

Mrs. Susan Lacey  
Elementary Secretary at Tecumseh Site

Mrs. Candy Laue  
Teacher Aide

Mrs. Emily Lubben  
Kitchen

Mr. Jeff Mahoney  
Bus Driver

Mr. Gabe Meints  
Asst. Football

Mrs. Daisy Mejia  
High School Secretary

Mr. Michael Melson  
Custodian

Mr. Randy Miller  
Head Softball/ Head Girls Basketball

Mrs. Vicky Mulholland  
Bus Driver/Teacher Aide

Mrs. Julie North  
Teacher Aide

Mrs. Jackie Parrish  
Kitchen

Mrs. Holly Plager  
Bus Driver

Mr. Rod Roesener  
Bus Driver

Mrs. Melybeth Rumery  
Kitchen

Mr. Marcus Scheer  
Asst. Technology Director

Miss Brienne Stephens  
Teacher Aide

Mrs. Mary Teten  
Teacher Aide

Mrs. Connie Walters  
Nurse

Mrs. Connie Watson  
Teacher Aide

Mrs. Carol Wiebke  
Kitchen

Mrs. Diane Wilken  
Teacher Aide

Mr. Mark Wilson  
Bus Driver

# Article 1 – SCHOOL CALENDAR AND SCHEDULES

## Section 1 School Calendar

### Johnson County Central Public Schools





## **Section 2 Daily Schedule**

### High School

Enter School	8:00
First Period	8:15 – 9:05
Second Period	9:08 – 9:58
Third Period	10:01 – 10:51
Fourth Period	10:54 – 11:44
Fifth Period	11:47 – 1:04
First Lunch	11:44 – 12:14
Second Lunch	12:37 – 1:07
Sixth Period	1:07 – 1:57
Seventh Period	2:00 – 2:50
Eighth Period	2:53 – 3:43

Bells will ring at the beginning and at the end of the class periods.

### Middle School

Enter School	8:00
First Period	8:15 - 9:00
Second Period	9:03 – 9:48
Third Period	9:51 – 10:36
Fourth Period	10:39 – 11:24
Fifth Period	11:27 – 12:12
Lunch	12:12 – 12:42
Sixth Period	12:46 – 1:31
Seventh Period	1:34 – 2:13
Eighth Period	2:16 – 2:55
Ninth Period	2:58 – 3:37

Students should not enter the building until 8:00 a.m. unless they need to see a teacher or are going to eat breakfast.

### Section 3 Shortened Schedules for High School

There are many activities that occur during the school year that cause us to adjust the class schedules. The following schedules could appear at some time during the year.

#### SCHEDULE A

(1:00 p.m. Dismissal)  
Period 1 8:15 – 8:43  
Period 2 8:46 – 9:13  
Period 3 9:16 – 9:43  
Period 4 9:46 – 10:13  
Period 6 10:16 – 10:43  
Period 7 10:46 – 11:13  
Period 8 11:16 – 11:44

Period 5 Lunch  
11:47 – 1:04

#### SCHEDULE B

(Pep Rally)  
Period 1-5 Regular Time  
Period 6 1:07 – 1:52  
Period 7 1:55 – 2:40  
Period 8 2:43 – 3:28  
Pep Rally  
3:28 – 3:43

#### SCHEDULE C

(10:15 a.m. Start)  
Period 1 10:15 – 10:43  
Period 2 10:46 – 11:13  
Period 3 11:16 – 11:44  
Period 5 Lunch  
11:47 – 1:04  
Period 4 1:07 – 1:44  
Period 6 1:47 – 2:24  
Period 7 2:27 – 3:04  
Period 8 3:07 – 3:43

### Section 4 Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. The information is broadcast regularly by the following radio and television stations: KFAB 1110 AM, KNCY 1600 AM, KNCY 94.7 FM, KTGL 92.9 FM, KMOG 590 AM, WOW 94.1 FM, KOLN-TV, KMTV, WOWT, AND KLKN.

Johnson County Central Schools uses an automated calling system to notify homes of changes in the school schedule due to weather-related circumstances. As soon as a decision is made to alter the schedule, attempts will be made to call each home. If a decision is made to dismiss school early during the school day, attempts will be made to notify the home. If calling the home does not result in a connection, the parent's cell phone and/or place of business will be called.

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

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some instances closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers and designated staff will be responsible for remaining with

students until all students have safely left school or the administration has made arrangements for remaining students.

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

### **Section 5 Contract Days**

Teachers are contracted for 186 days (hereinafter referred to as the "contract year"). Such contract days shall be serviced by individual teachers on varying schedules as established by the Board of Education and administration.

### **Section 6 Make-Up Days**

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

## **Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS**

### **Section 1 Employment**

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

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

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

### **Section 2 Assignments**

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

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

### **Section 3 Personnel File**

The District will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file.

### **Section 4 Grievances and Complaints**

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

### **Section 5 Compensation**

Regular Salary and Extra-Duty Compensation. Compensation is paid only as authorized by the Board of Education. Teachers are paid a salary based on placement on the salary schedule set forth in the collectively bargained negotiated agreement between the District and the collective bargaining agent for the certificated teaching staff (referred to in this handbook as the "negotiated agreement"), and the extra-duty salary schedule also incorporated into the negotiated agreement.

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

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 20th of the month, or the last preceding school day, if the 20th falls on a vacation or weekend day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

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

### **Section 6 Extended Duty Pay**

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at a rate to be agreed upon by the board and the teacher, or according to the negotiated agreement.

### **Section 7 Benefits**

Teachers are provided group health insurance benefits in accordance with the negotiated agreement. Teachers shall make annual fringe benefit elections by September 1 of each school

year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights will be provided to you or will be made available upon request from the Superintendent's office.

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

### **Section 8 Payroll and Payroll Deductions**

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

### **Section 9 Expense Reimbursement**

Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal.

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

### **Section 10 403(b) Salary Reduction Agreements**

Investment in a 403(b) plan is available for any teacher who chooses to take part. As a result of new IRS regulations, the District has selected one company, The Standard, to handle all 403(b) plans for the district's employees. The District will cooperate with any teacher who chooses to participate in the program provided that the employee executes a "Salary Reduction Agreement" provided by the District and The Standard. The employee must also enter a "Service Provider Agreement" with the District holding the District harmless from liability that may arise out of such 403(b) plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.

**Section 11 Overtime**

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a “salary basis.” Exempt employees are not eligible for overtime or compensatory time. A publication provided by the federal government which provides more information about the FLSA is attached as Appendix “A” to this handbook.

## **Article 3 – ABSENCES FROM WORK**

### **Section 1 Paid Leave - Sick and Personal Leaves**

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

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

#### Requests for Leave

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

A teacher who becomes ill and is unable to work is to contact the principal at the school site they start the school day at. If at all possible please contact principals before 6:00 a.m.. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the Principal as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as possible.

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

#### Return from Leave

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

An administrator may request a written statement from a physician or health care provider for a teacher who is absent for any period of time because of injury or illness.

### **Section 2 Payroll Deductions for Absences in Excess of Paid Leave**

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary shall be reduced by the day or days or work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator.

### **Section 3 Jury Duty**



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

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

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

#### **Section 4 Military Leave**

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

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

#### **Section 5 Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees in specified circumstances. A publication provided by the federal government which provides more information about FMLA leaves is attached as Appendix “B” to this handbook. Some specifics regarding FMLA leave at Johnson County Central Public Schools:

- a. The plan year for FMLA is a rolling year. A rolling year is a 12-month period measured backward from the date an employee last used any FMLA leave.
- b. Employees will be required to substitute remaining applicable paid leave prior to using unpaid leave. In other words, the total of job-protected paid and unpaid leave is 12 weeks.

If you need to take an FMLA leave, or have any questions regarding an FMLA leave, you should contact the Superintendent.

## **Article 4 – DUTIES AND RESPONSIBILITIES**

### **Section 1 Hours of Work & Meetings**

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

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

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

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

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

### **Section 2 Arrival to Duty Assignments**

Full-time teachers have a designated on-site work day from 8:00 a.m. to 4:00 p.m. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins.

### **Section 3 Leaving School**

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. Teachers who leave the school during the designated lunch period must check out with their principals.

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must check out with the Principal's office when leaving, and check back in with the Principal's office upon return. Teachers who need to leave during the

school day for reason of illness or emergency are to check out with the Principal's office and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

#### **Section 4 Lesson Plans**

Teachers will prepare written lesson plans which cover at least five days of advance instruction. The plans must be placed in Google Docs. Please keep a plan book, including lesson plans, class rosters, etc. in the top right hand drawer of the teacher's desk. If that is not possible, the plan book should be kept in a place in which the plan book will be readily available in the teacher's absence.

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

#### **Section 5 Daily Class Record Books**

Every teacher is required to keep a complete and easily understandable written record of the attendance and achievement of every student in a class record book (sometimes referred to as the grade book). This class record book must be kept current and include the following minimum information in a readily understandable fashion:

1. The names and any assigned student numbers of all students enrolled in the class at the beginning of the semester.
2. The name and date of entry for each student who enrolls after the semester opens.
3. The date of withdrawal for each student who withdraws from the class previous to the close of the semester--dropouts or early withdrawals.
4. A complete record of the attendance of each student enrolled showing:
  - A. Days on which the student was tardy.
  - B. Days on which the student was absent, with a differentiation between excused and unexcused absences.
5. A complete report of all recorded grades for each student. The minimum requirement for the frequency of recorded grades is two per week (or for the giving of written lessons or examinations). Be sure that you test frequently enough and that you record grades frequently enough to readily and realistically justify the term and final grades which are reported to parents.

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

Because the entries in the class record book constitute a source of original entry for information which may be needed in the absence of the teacher, teachers are required to deliver the teachers' class record books to the Principal at the close of the school year for filing in the permanent records. Teachers who return to Johnson County Central Public School and who wish to refer to the previous year's class record book may request the return of the class record book. Such books

shall again be brought to the office for permanent filing when the teacher is finished with them, or at the close of the current term.

## **Section 6 Classroom and School Procedures**

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

### 1. Bulletin Boards

Each teacher shall be responsible for completing appropriate bulletin boards regarding curriculum related matters in his/her primary classroom. Bulletin boards are to be completely changed no less than twice during each school year.

### 2. Text Book and Room Inventory

All school purchased materials must be inventoried with the district bookkeeper or building secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair. Insist that students put covers on their books by the end of the first week after receiving them.

### 3. Use of Cell Phones

Teachers shall not use personal cell phones when students are present.

### 4. Use of Teacher Aides

Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Teacher aides may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials and preparing bulletin boards. Teacher aides are to work only on their assigned work days and within their assigned work day. If the teacher desires the aide to work hours other than the assigned work hours or assigned work day, contact the administration for approval.

### 5. Use of Student Aides

Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades or record grades. Keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.

6. Checking Out of Equipment

All equipment must be checked out through the building principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.

7. Requisition of Equipment and Supplies

Books and supplies which are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.

8. E-mail

Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day, and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

9. Teacher Mail Box

Each teacher will be assigned a mailbox located in Elementary, Middle or High School office. 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 mail boxes are to be limited to communication regarding school business.

10. Teachers Meetings

Teachers meetings will be scheduled by the building principal. **ALL** teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

## **Section 7 Supervision of Students**

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

1. Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking

with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.

- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful with touching students. Use of corporal punishment is prohibited at Johnson County Central Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).
- Review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.
- Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

4. Proper Warnings

- If you have knowledge of a hazard that can likely cause injury, take steps to

warn other staff and students. Tell the office so additional warnings may be given.

#### Contact the Office for Assistance

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

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

#### Student Searches

Searches of students or their belongings shall be under the direction of a school administrator. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

#### Student Rights

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

### **Section 8 Managing Student Conduct**

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

The following guidelines will assist in maintaining appropriate student conduct and complying with the process required for student discipline.

1. On the first day of class make students aware of classroom expectations. Students will accept them if they know the expectations in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules.



These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the principal.

2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student's and teacher's stories are different. Be prepared to provide documentation.
5. Follow up on any referral. The student may not go to the principal or the counselor when sent. The administrator or attendance coordinator will inform the teacher of the consequences.
6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the principal if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the District.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
10. Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

## **Section 9     Dispensing Medication**

Teachers are not permitted to give any medication to students unless trained under the Medication Aide Act, Neb. Rev. Stat. §71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the school nurses office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign a permission form to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and

note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

### **Section 10 Reporting Child Abuse**

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

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

Teachers are to report to their principal or supervisor any child abuse. Administrative staff will make the report for a teacher. However, informing a principal or supervisor does not end the teacher's responsibility; teachers are obligated to make certain a report was made.

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

## **Article 5 – PERSONAL AND PROFESSIONAL CONDUCT**

### **Section 1 Professional Ethics Standards**

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

#### **Preamble**

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

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

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

#### **Principle I - Commitment as a Professional Educator:**

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

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

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.

- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

**Principle II - Commitment to the Student:**

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

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

- A. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- E. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
- G. Shall not discipline students using corporal punishment.

**Principle III - Commitment to the Public:**

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

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

- A. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.

- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

**Principle IV - Commitment to the Profession:**

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

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

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

**Principle V - Commitment to Professional Employment Practices:**

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

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

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

**Section 2 Evaluations**

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

and improvement strategies developed by the administration.

### **Section 3 Role Model**

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

### **Section 4 Relationships**

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

### **Section 5 Professional Attire**

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

### **Section 6 Private Tutoring**

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

1. The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.
2. The teacher is not to provide private tutoring in a school building.
3. The teacher is not to provide private tutoring during duty time.
4. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.
5. All tutoring arrangements for pay must be approved in advance by the administration.

### **Section 7 Outside Employment**

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

## **Article 6 – ACADEMIC MATTERS**

### **Section 1 Purpose and Goals of Academic Achievement**

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

### **Section 2 Teaching to Student Understanding to Assure Learning**

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

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

### **Section 3 Instruction in the Curriculum**

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

### **Section 4 Measuring and Reporting Academic Achievement**

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

Recording Grades. Each teacher shall record grades in the Daily Class Record. A minimum of two grades is required a week and all grades need to be imported in Power Grade by 8:00 a.m.

Monday of each week. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

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

STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress at Johnson County Central are as follows:

A	-	94 – 100	Excellent
B	-	86 – 93	Good
C	-	78 – 85	Satisfactory
D	-	70 – 77	Needs Improvement
F	-	69 and Below	No Credit

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

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

#### Reconsideration of Grades/Marks

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

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

Reduced Credit. Some students in certain situations may qualify for less than the number of credits normally granted for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples. If a student is excessively absent from a class for any



particular reason, a teacher may request reduced credit. All cases of reduced credit should be recorded on a "Reduced Credit/Error Summary" form and be approved by the Principal.

Transfer Grades. A student transferring into Johnson County Central Public Schools at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the Principal.

Reports to Parents. Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, second quarter, first semester, third quarter, fourth quarter and second semester.

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

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

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

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

Progress Reports To Parents. There will be three progress reports each quarter to keep the students and parents informed on his/her academic standing. These reports will be mailed to all parents.

## **Section 5      Parent-Teacher Conferences**

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, quarterly Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. A teacher may only be excused from attendance at Parent-Teacher conferences with approval by building principal.

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

### **Section 6 Semester Exams**

Semester exams will be given in core curriculum classes (Math, Science, English and Social Science). Semester exams will count 5% of the student's final grade. Students will be informed by the teacher if a semester exam will be given in their subject area.

## **Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT**

### **Section 1 Drug-Free Workplace**

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

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

As a condition of employment teachers will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

### **Section 2 Smoke and Tobacco-Free Workplace**

The use of tobacco products in the District's buildings and on school grounds, all owned or leased facilities and vehicles is prohibited.

### **Section 3 Weapon-Free Workplace**

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

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

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

- d. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- e. Any bludgeon, sandclub, metal knuckles, or throwing star;
- f. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
- g. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
- h. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
- i. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
- j. Any other object that is designed for or intended for use as a destructive or injurious device.

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

#### **Section 4 Use of District Computer Network and Internet**

Teachers have access to the District's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the school district.

In using the computers and the Internet, teachers are agreeing to the following:

1. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give,

- lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If a teacher downloads public domain programs for personal use or non-commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
  3. Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Teachers are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion. Further, teachers are prohibited from placing such information on the Internet.
  4. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
  5. Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
  6. Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
  7. Teachers will not attempt to login to the system as a system administrator.
  8. Teachers understand that the intended use of all computer equipment is to meet instructional objectives.
  9. Teachers will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
  10. Teachers will not use the network for financial gain or for any commercial or illegal activity.
  11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
  12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products. The teacher is solely responsible for any such charges. The teacher's acceptance of an e-mail account is an acceptance of the teacher's agreement to indemnify the District for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
  13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
  14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.

15. The District reserves the right to refuse posting of files, and to remove files.
16. The District further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the teacher's Internet account and computer privileges, reprimand, suspension, or termination.

#### **Section 5 Use of School Facilities**

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

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only.

#### **Section 6 Care of School Property**

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

**Section 7 Use of Telephone**

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

**Section 8 Visitors**

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

**Section 9 Salespersons**

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

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

**Section 10 Security of Desks and Lockers**

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

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

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

**Section 11 Video Surveillance**

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to

safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

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

### **Section 12    Bulletins and Announcements**

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

### **Section 13    Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

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

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



## **Section 14 Lost and Found**

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

## **Section 15 Safety**

### Safety Program and Safety Committee

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

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

### Safety Practices

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

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

or at any athletic event sponsored by the school must be reported immediately to the Principal.

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

#### Use of Personal Vehicles

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

#### Accidents

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

#### Workers Compensation

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

## Article 8 – STATE AND FEDERAL PROGRAMS

### Section 1 Notice of Nondiscrimination

The Johnson County Central Public Schools does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights 8930 Ward Parkway Suite 2037 Kansas City, MO 64114 816-268-0550 FAX: 816-823-1404; TDD: 800-437-0833	The U.S. Equal Employment Opportunity Commission (EEOC) 1801 L Street, N.W. Washington, D.C. 20507 (800) 669-4000; TDD: (800) 669-6820
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A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix “C” to this handbook.

### Section 2 Designation of Coordinators

Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Johnson County Central Public School, 358 N 6<sup>th</sup>, Tecumseh, NE 68450, (402) 335-3320.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent

Disability Act (ADA)		
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

**Section 3 Anti-discrimination & Harassment Policy**

Elimination of Discrimination

The Johnson County Central Public Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination

Purpose: Johnson County Central Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, the Johnson County Central Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, gender, marital status, disability, religion or age 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, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) 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 is 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 work place, classroom or educational environment. Sexual harassment may exist when:

- o Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
- o Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- o The 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, 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

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Johnson County Central Public Schools. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will 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, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

### **Section 4 Grievance Procedure for Persons with a Disability**

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

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

proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's division is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

### **Section 5 Confidentiality of Student Records (FERPA)**

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

### **Section 6 Disclosure of Student Information to Military Recruiters and Colleges**

The No Child Left Behind Act of 2001 requires the District to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written consent. Employees are expected to follow these requirements.

### **Section 7 Disclosure of Staff Qualifications**

The No Child Left Behind Act of 2001 gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. The District designates the following information as "directory information" and will give parents/guardians such information upon request:

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

### **Section 8 Student Privacy Protection**

The No Child Left Behind Act of 2001 requires the District to protect the privacy of students. Further information about student privacy and the District's policies with regard to student privacy are found in Board policy and in the student handbook. In general, employees are expected to comply with these provisions of the NCLB and related Board policy, as follows:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys which involve "sensitive" matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information

about a particular student) and give parents the opportunity, in advance, to “opt-out” their child from the survey. Sensitive matters include:

1. Political affiliations or beliefs of the student or the student’s parent;
  2. Mental or psychological problems of the student or the student’s parent;
  3. Sex behavior or attitudes;
  4. Illegal, anti-social, self-incriminating or demeaning behavior;
  5. Critical appraisals of other individuals with whom the student has close family relationships;
  6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  7. Religious practices, affiliations, or beliefs of the students or the student’s parent;
  8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
3. Instructional materials—permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term “instructional materials” does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
  4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information—the District policy is to not gather such information for such purposes.

## **Section 9 Parental Involvement**

### General - Parental/Community Involvement in Schools

The District’s policy is to welcome parental involvement in the education of their children. As a part of this policy, employees are expected to:

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

child's education.

### Title I Parental Involvement

The District has a separate policy established pursuant to the No Child Left Behind Act of 2001 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children be given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

### **Section 10 Homeless Students**

The No Child Left Behind Act of 2001 requires that homeless students not be stigmatized or segregated on the basis of their status as homeless. Homeless children generally include children who lack a fixed, regular, and adequate nighttime residence. The Superintendent serves as the District's designated Homeless Coordinator and should be contacted for questions relating to a homeless student.

### **Section 11. Breakfast and Lunch Programs**

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

### **Section 12. Confidentiality of Protected Health Information**

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

### **Section 13. Professional Growth**

## JOHNSON COUNTY CENTRAL PUBLIC SCHOOL PROFESSIONAL GROWTH POLICY

### **PHILOSOPHY**

The purpose of a professional growth policy is to help people grow. An effective policy should encourage teachers to be well-rounded individuals and foster a desire for knowledge in more than one area. Professional growth activities should be designed to build confidence, develop personal integrity, and enhance the self-respect of the professional employee.

State of Nebraska School Statutes Chapter 79 Schools Article 8 Section (C) 79-830 & 79-824.

79-830 – **PERMANENT CERTIFICATED EMPLOYEE; EVIDENCE OF PROFESSIONAL GROWTH REQUIRED.** Every six years tenured certificated employees shall give evidence of



professional growth. Six 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.

79-824 – **TERMS, DEFINED.** Failure to give evidence of professional growth as required in section 79-830 could result in termination of the teaching contract.

### **PROFESSIONAL GROWTH COMMITTEE**

The high school principal will act as chairperson of a Professional Growth Committee. The principal shall select four other members to complete the committee. Such members shall include two elementary teachers and one high school and middle school teacher.

The duties of the Professional Growth Committee shall be: (1) to approve (or reject) all requests for professional growth points, (2) to monitor the completion of such activities, (3) to determine which, if any, other activities will be approved, (4) to determine the number of points to be assessed to such other activities, (5) to notify personnel yearly of the number of professional growth points currently on record, and (6) to complete the necessary document (s) required by the administration.

The Professional Growth Committee shall, at the call of the chairman, meet at least once a year (or more often as deemed necessary) to consider professional growth requests submitted by tenure employees. A list of the approved requests shall be forwarded to the superintendent within a reasonable time following the meeting. The approval of the Professional Growth Committee shall be final unless affirmatively rejected (with a written explanation attached) by the superintendent within 10 calendar days of receipt of the list of approved activities.

### **PROFESSIONAL GROWTH REQUIREMENTS**

The professional growth period for employees who attained tenure status shall commence on the first contracted day of service following the employee's attainment of permanent status and shall conclude on the preceding day six years thereafter.

Employees will be required to submit a yearly list of professional growth activities in May of each school year. The professional growth committee shall then accumulate points and notify all personnel of the number of professional growth points on record.

All tenured employees shall, at the conclusion of their six-year professional growth period, show evidence of 60 points of professional growth activities acquired under the provisions above. Excess professional growth points acquired during a professional growth period shall not be counted towards the requirements for subsequent periods.

The district may, for its own purposes, maintain copies of the documents associated with professional growth; however, the responsibility for producing evidence of professional growth at the conclusion of the professional growth period shall remain with the tenured employee.

### **PROFESSIONAL GROWTH CATEGORIES**

Pursuant to State Statutes 79-830 & 79-824 of the revised statutes of the State of Nebraska, the Board of Education of the school district of Johnson County Central approves the following activities for the purpose of meeting professional growth

requirements:

	<b><u>POINTS</u></b>	<b><u>MAX. POINTS PER YEAR - 6 YEAR</u></b>	
1. College Work	1 Credit hr. = 10 points	60	60+
2. Audit College Class	1 Credit hr. = 5 points	15	15
3. Attendance at Conferences, Conventions, Workshops & Clinics	5 hrs. = 5 points	10	30
4. In-service, Convention or Workshop Presentation	5 points/presentation	10	20
5. ESU Mid-Year In-service Attendance	5 points	5	10
6. Teaching College Courses	1 credit hr. = 10 points	30	30
7. Teaching Adult Ed Courses	5 hrs. = 1 point	10	30
8. Curriculum Development	10 points/year	10	20
9. School Visitation	5 points/day	5	15
10. Supervision Student Teacher	20 points	20	40
11. Supervision Practicum Teacher	10 points	10	10
12. Grant Awards	2 points/\$1000.00 awarded	10	10
13. Interim Prep. and Presentation	5 points/year	5	10
14. Educational Travel Outside U.S. Prior Approval Necessary	up to 15 points	15	15
15. Education Travel Inside U.S. Prior Approval Necessary	up to 10 points	10	10
16. Innovative Projects or Research	up to 10 points	10	20
17. Professional Publications	up to 10 points	10	30
18. Work on Approved Committees	5 points/year	5	15
19. Other Approved Activities	as approved	10	20

All applications eligible for consideration must be turned into the principal's office during the six year growth period of time.

**APPLICATION FORM  
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS  
PROFESSIONAL GROWTH**

Name \_\_\_\_\_ Date \_\_\_\_\_

I. Professional Growth Category \_\_\_\_\_  
Full description of professional growth activity, dates, hours, etc.;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Growth Points Requested \_\_\_\_\_ Growth Points Approved \_\_\_\_\_

II. Professional Growth Category \_\_\_\_\_  
Full description of professional growth activity, dates, hours, etc.;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Growth Points Requested \_\_\_\_\_ Growth Points Approved \_\_\_\_\_

III. Professional Growth Category \_\_\_\_\_  
Full description of professional growth activity, dates, hours, etc.;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Growth Points Requested \_\_\_\_\_ Growth Points Approved \_\_\_\_\_

IV. Professional Growth Category \_\_\_\_\_  
Full description of professional growth activity, dates, hours, etc.;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Growth Points Requested \_\_\_\_\_ Growth Points Approved \_\_\_\_\_

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Total Number of Growth Points Approved: \_\_\_\_\_

Date \_\_\_\_\_

Signatures of Professional Growth Committees

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

## Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

## Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

## Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- 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

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

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.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised February 2013

# NEBRASKA MINIMUM WAGE

Effective **July 24, 2007**  
through **July 23, 2008**

Effective **July 24, 2008**  
through **July 23, 2009**

Effective **July 24, 2009**

**\$5.85 Per hour**

**\$6.55 Per hour**

**\$7.25 Per hour**

## NOTICE TO EMPLOYEES

Pursuant to and by virtue of authority vested in it by Chapter 48, Article 12, Section 48-1201 to 48-1209, Revised Statutes of Nebraska 1943, and Revised Statutes Supplement 2007 it is declared to be the policy of this state to:

1. Establish a minimum wage for all workers at levels consistent with their health, efficiency and general well-being, and
2. Safeguard existing minimum wage compensation standards which are adequate to maintain the health, efficiency and general well-being of workers against the unfair competition of wage and hour standards which do not provide adequate standards of living.

## MINIMUM WAGE RATES

Every employer as defined, shall pay to each employee effective July 24, 2007, wages at the minimum rate **As Stated Above**.

**\$2.13 Per hour:** (to waitresses and waiters) provided that employee's wages and gratuities equal or exceed applicable rate as stated above.

**A Training Wage of 75%** of the applicable minimum wage may be paid to new employees under age 20 for the first 90 consecutive calendar days of employment

Upon approval by the Commissioner of Labor, employers may pay the training wage rate for an additional 90 days provided the employee is participating in an on-the-job training program.

\*Student-learners employed in a bona fide vocational training program may be paid special hourly rates of no less than 75% of the above applicable rates.

## DEFINITIONS

1. Employ shall include to permit to work;
2. Employer shall include any individual, partnership, limited liability company, association, corporation, business trust, legal representative or any organized group of persons employing four or more employees at any one time except for seasonal employment of not more than twenty weeks in any calendar year, acting directly or indirectly in the interest of an employer in relation to an employee.
3. Employee shall include any individual employed by an employer.
4. Wages shall mean all remuneration for personal services, including commissions and bonuses and the cash value of all remunerations in any medium other than cash.

## EXEMPTIONS

- |   |  |
|---|--|
| <p>A. Any individual employed in agriculture;</p> <p>B. Any individual employed as a baby sitter in or about a private home;</p> <p>C. Any individual employed in a bona fide executive, administrative, or professional capacity, or as a superintendent or supervisor;</p> <p>D. Any individual employed by the United States, or by the state or any political subdivision thereof;</p> <p>E. Any individual engaged in the activities of an educational, charitable, religious, or nonprofit organization when the employer-employee relationship does not in fact exist or when the services rendered to such organization are on a voluntary basis;</p> | <p>F. Apprentices and learners otherwise provided by law;</p> <p>G. Veterans in training under supervision of the United States Department of Veterans Affairs;</p> <p>H. A child in the employment of his or her parent or a parent in the employment of his or her child; or</p> <p>I. Any person who, directly or indirectly, is receiving any form of federal, state, county, or local aid or welfare and who is physically or mentally disabled and employed in a program of rehabilitation, who shall receive a wage at a level consistent with his or her health, efficiency, and general well-being.</p> |
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For further information regarding the Nebraska Wage and Hour Act, contact the Nebraska Department of Labor at the following address.

550 South 16th Street, Lincoln, NE 68508, Telephone: (402) 471-2239

**dol.nebraska.gov**

Keep posted in a conspicuous place.

Equal Opportunity Program/Employer  
TDD: 800.833.7352

Auxiliary aids and services are available upon request to individuals with disabilities.



**RECEIPT OF 2014-2015 CERTIFIED STAFF HANDBOOK  
OF JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS**

This signed receipt acknowledges receipt of the 2014-2015 Certified Staff Handbook of Johnson County Central Public Schools. This receipt acknowledges that it is understood that the I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Date: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

Return to: Building Principals