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**3001**  
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**3002**  
**Drug Free Workplace**

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this ESU, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the ESU's workplace is prohibited. The term "workplace" includes every location where ESU employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the ESU. Any employee who violates this policy will be disciplined with measures up to and including discharge. The ESU may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The ESU shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All ESU employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

An employee must notify the ESU Administrator of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the ESU shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

## **3003**

### **Drug Policy Regarding Drivers**

**Policy Statement.** Drivers for the ESU must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to ensure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

**Designated Contact.** The ESU has designated the ESU 11 Administrator as the individual any driver may contact with questions about this policy or the ESU's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

The ESU 11 Administrator may be contacted at (308) 995-6585.

**Covered Drivers.** Any person who operates a commercial motor vehicle on behalf of the ESU is covered by this policy and the ESU's drug testing program and procedures for drivers. All covered drivers must provide the ESU a signed statement certifying that he or she has received a copy of this policy and related materials.

**Covered Workday.** A driver is required to comply with this policy and the terms of the ESU's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a ESU facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the ESU; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time

loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Prohibited Conduct.** No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

**Types of Testing.** Pursuant to regulations promulgated by the Department of Transportation (DOT), the ESU has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

**Refusal to Submit to Testing.** A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit

to the testing used by the ESU will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

**Consequences for Violations.** Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the ESU's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

**Return to Duty Process.** A driver who has violated this policy or the ESU drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The ESU will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the ESU is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

**Disqualification.** Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any ESU driver who tests positive shall be medically unqualified and removed from service immediately.

**Pre-employment Testing.** All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

**Reasonable Cause Testing.** The ESU shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

**Post-Accident Testing.** A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person

is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the ESU immediately regarding any reportable accident.

**Serious Injury to the Driver.** If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the ESU to obtain hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

**Random Testing.** All drivers will be subject to unannounced random testing for drugs and alcohol. The ESU or its agents will periodically select drivers at random for testing. The ESU Administrator will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

**Frequency of Random Testing.** Under DOT regulations, the ESU must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

**Testing Procedure.** All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

**Medical Review Officer.** All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact an ESU official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO



immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the ESU's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

**Confidentiality.** Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the ESU and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse). Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

**Retesting.** An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the ESU within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

## **3004**

### **Employment of Relatives, Domestic Partners and Significant Others**

It is in the ESU's best interest to hire the best qualified candidate for employment. However, the ESU must use sound judgment in hiring and placing employees who are closely related, reside together as domestic partners, or are involved in close relationships for the following reasons: avoiding conflict of interest and the appearance of a conflict of interest; avoiding favoritism and the appearance of favoritism; promoting collegiality among employees; minimizing lost productivity; easing the task of managing employees; avoiding friction and conflict when marriages or relationships break down; and avoiding claims of sexual harassment.

For the purposes of this policy, the term "relative" refers to a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. "Domestic partner" refers to individuals who reside in the same household and are involved in a relationship, who may hold themselves out to the public as marital partners, but who are not legally married. "Significant others" refers to individuals who are dating or engaged to be married but may or may not reside together. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

Generally, an employee's relative, domestic partner, or significant other should not be hired to work in the same department as the employee or in any other position in which the ESU believes a conflict or the appearance of a conflict may exist. Relatives, domestic partners, and significant others are permitted to work at the ESU provided one does not report directly to, supervise, or manage the other. The administrator and/or board may make exceptions to this general rule.

Employees in a supervisory-subordinate relationship or employed in the same department who marry, become domestic partners, or become significant others while employed will be treated in accordance with these guidelines, and one of the employees will be transferred at the earliest practicable time. The transfer will be voluntary when possible. When a voluntary transfer is not possible, the administrator will make the decision based upon the importance of each job, the needs of the ESU, and the availability of candidates to fill either position. The ESU shall endeavor to place the transferred employee in

a position which is similar in terms of pay and benefits. The administrator and/or board may make exceptions to this general rule.

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Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3005**

#### **Communication Between the Board and ESU Employees**

Employees have the same right to communicate with the board about matters of public concern as other patrons of the ESU. Regarding employment-related issues, employees must follow the applicable board policies and/or contractual procedures regarding the administrative chain of command, complaints, grievances and other applicable processes.

The appropriate chain of command can be found in the ESU's grievance policy.

When appropriate, the administrator shall inform employees of official board policies, directives, actions and concerns.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3006**

#### **Insurance**

The ESU shall provide workers' compensation insurance for the protection of the ESU and its employees, and such other insurance as the board deems appropriate or has agreed to provide pursuant to a contract or collective bargaining agreement.

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### **3007 Personnel Records**

The ESU shall maintain a personnel file regarding each current employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the current employee for review within a reasonable period of time of the current employee's request. Current employees may inspect the contents of their personnel files only in the presence of an administrator or a person designated by the administration. The ESU may allow a former employee to have access to his or her personnel file but shall not be required to allow such access.

An employee may respond to any document(s) in his or her personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than ESU officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the ESU is deemed to be an ESU official for purposes of this policy.

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### **3008 Outside Employment**

1. An employee's responsibilities to the ESU take precedence over personal responsibilities during school hours. Employees may not engage in other employment business activity during assigned duty hours.

2. Tutoring
  - a. Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day.
  - b. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher.
  - c. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the ESU Administrator.
3. Employees shall attend to personal matters outside their assigned duty hours with the ESU whenever possible.
4. Employees may conduct business on behalf of the ESU during assigned duty hours, but at times that do not disrupt or interfere with teaching responsibilities or student activities.
5. Employees shall not misrepresent, either expressly or by implication, that any activity, solicitation, or other endeavor is sponsored, sanctioned, or endorsed by the ESU.
6. In any written or verbal presentation by an employee that might be perceived as being sanctioned, sponsored, or endorsed by the ESU, other than ESU-related instruction or presentation to ESU students or personnel, the employee shall communicate to the audience or recipients that the views expressed are those of the employee and not necessarily those of the ESU or board.
7. Sale of goods or services by employees.
  - a. Employees shall not sell, solicit or promote the sale of goods or services to students.
  - b. Employees shall not sell, solicit or promote the sale of goods or services to parents of students when the employee's relationship with the ESU is used to influence any sale or may be reasonably perceived by parents as attempting to influence any sale.

- c. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s).
  - d. Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.
8. No ESU board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the ESU for personal financial gain or business activities.
9. All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the ESU, whether published or not, shall be the exclusive property of the ESU; and the ESU has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.
10. Staff may not exploit their professional relationships for personal gain.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3009**

#### **Restrictions on Employees Receiving Gratuities**

An employee who, because of his or her employment by the ESU, receives any bonus merchandise or gift with a value over \$ 50.00 must disclose the receipt of such gift to the Administrator, who will then report that gift to the board. The Administrator, at his or her discretion, may require that the gift become the property of the district. No certificated staff member may accept any gift which will impair the professional judgment of the recipient.

Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the ESU's patronage.

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Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3010 Inclement Weather**

Unless the administrator directs otherwise, staff shall not be required to report when the ESU is closed due to inclement weather. If the ESU is closed during the day because of inclement weather, classified and certified personnel may be released.

ESU staff who are assigned to schools will follow the closing schedule of their assigned school. Additionally, ESU staff who must drive through a school district that is closed due to inclement weather may notify their assigned school or work location and shall not be required to report for duty. When ESU employees have to drive through a school district that is closed specifically due to cold weather conditions, but their assigned school is open, ESU staff are expected to report for work.

The same or similar rules and procedures shall apply when the ESU or applicable school district or work location has a late start due to inclement weather.

Classified and certified personnel who do not follow policy guidance and miss work due to inclement weather when school or ESU Office is in session will not be paid for time missed or will be charged an applicable leave day. If the ESU Office is closed for inclement weather, classified staff and paras will be paid up to 2 days per contract year. Time missed over 2 days will be charged an applicable leave day or as leave without pay. There is no carry-over or accumulation of these unused days.

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## 3011

### Employee Leave Under the Family and Medical Leave Act (FMLA)

The ESU shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the ESU's policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

#### I. Qualifying for Leave

##### A. Qualified Employees

1. To be eligible for *unpaid* leave under this policy, an employee must:
  - a. Make the request for leave at a time when the ESU employs 50 or more workers;
  - b. Have been working for the ESU for at least 12 months prior to the request; and
  - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 3011.1.

##### B. Qualified Circumstances Necessitating Leave

1. The ESU will grant an eligible employee up to a total of 12 workweeks of *unpaid* leave under the following conditions:

- a. For birth of a son or daughter, and to care for the newborn child;
  - b. For placement of a son or daughter with the employee for adoption or foster care;
  - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
  - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation
2. The ESU will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran 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.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this

paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

### **C. Limitations on Leave**

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

### **D. Qualifying Notice and Certification**

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

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the ESU as is reasonable and practical;
2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;
3. Second or third medical opinions and periodic re-certifications (at the ESU's expense);
4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;
5. Certification supporting the need for leave to care for 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; and
6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

**E. Scheduling Leave**

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered

Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the ESU's operations.

## **II. Relationship with ESU During Leave**

### **A. Leave to Be Unpaid**

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

### **B. Substitution of Paid Leave**

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

### **C. Group Health Plan Benefits**

1. The ESU will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

## **D. Intermittent or Reduced-Schedule Leave**

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
  - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the ESU. In such a case, the administrator shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the administrator's sole discretion.
  - b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.
  - c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
  - d. When leave is taken by an eligible employee to care for a Covered Servicemember, including 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

- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
  - f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the ESU may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.
- 2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the ESU may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such alternative position must have equivalent pay and benefits as the employee's permanent position.
  - 3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

### **III. Return from Leave**

#### **A. Restoration to Position**

- 1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position

with equivalent benefits, pay, and other terms and conditions of employment.

2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.
3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

## **B. Denial of Restoration**

1. The ESU reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the ESU) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the ESU.
2. If the ESU intends to deny restoration to such an employee, it will:
  - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
  - b. notify the employee as soon as the ESU decides it will deny job restoration and explain the reasons for this decision;
  - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
  - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.



### **C. Failure to Return from Leave**

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

## **IV. Notice to Employees**

- A.** The ESU will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The ESU reserves the right to modify this policy from time to time in its sole discretion.
- C.** Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: June 21, 2021

Revised on: June 17, 2024

Reviewed on:

**3011.1**  
**Nebraska Family Military Leave Act**

The ESU shall provide leave to its employees in accordance with the Nebraska Family Military Leave Act (NFMLA). The terms used herein shall have the meaning ascribed to them under the NFMLA. Employees may also qualify for leave under the Family and Medical Leave Act (FMLA), which is detailed in the ESU's FMLA policy. If an employee qualifies for leave under both the FMLA and NFMLA, any leave taken by the employee will count concurrently toward the leave limits of both.

**I. Qualifying for Leave**

**A. Qualified Employees**

To be eligible for unpaid leave under the NFMLA, an employee must:

1. Have been working for the ESU for at least 12 months prior to the request; and
2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

**B. Qualified Circumstances for Requesting Leave**

The ESU will grant a qualified employee up to a total of 30 days of unpaid leave if:

1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;
2. The leave is scheduled to be taken during the time federal or state deployment orders are in effect.

### C. Qualifying Notice and Certification

Employees seeking to use the NFMLA will be required to provide:

- a. A consultation with the ESU to schedule leave so as not to unduly disrupt the operations of the school.
- b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.
- c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.
- d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

## II. Relationship with ESU During Leave

### A. Leave to Be Unpaid

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

### B. Benefits

1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.
2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.
3. Payment for benefits must be made to the ESU in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the ESU on the 1<sup>st</sup> of the month, the employee taking leave under the NFMLA must provide

the full cost of the premium to the ESU prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

### **III. Return from Leave**

#### **A. Restoration to Position**

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the ESU to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.
2. This section does not apply if the ESU proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

#### **B. Failure to Return**

If an employee fails to return after the period of leave to which the employee is entitled has expired, and no additional qualifications for leave exist, the employee will be subject to the ESU's policies governing unexcused absences up to and including termination of employment.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

## **3012**

### **Staff Internet and Computer Use**

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the ESU by the ESU's staff. Staff should also refer to the ESU's policy on Staff and ESU Social Media Use.

#### **I. Staff Expectations in Use of the Internet**

##### **A. Acceptable Use While on Duty or on ESU Property**

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for ESU-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with ESU policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

##### **B. Unacceptable Use While on Duty or on ESU Property**

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on ESU computers, including the downloading and reproduction of copyrighted materials.
3. Staff shall not use ESU computers or ESU internet access to use peer-to-peer sharing systems such as BitTorrent, or

participate in any activity which interferes with the staff member's ability to perform their assigned duties.

4. The only political advocacy allowed by staff on ESU computers or ESU internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with ESU policy.
5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

## **II. ESU Affiliated Websites**

Staff must obtain the permission of the administration prior to creating or publishing any ESU-affiliated web page which represents itself to be ESU-related, or which could be reasonably understood to be ESU-related. This includes any website which identifies the ESU by name or which uses the ESU's logo or image.

Staff must provide administrators with the username and password for all ESU-affiliated web pages and must only publish content appropriate for the ESU setting. Staff must also comply with all board policies in their ESU-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their administrator prior to posting any student-related information on the Internet.

## **III. Enforcement**

### **A. Methods of Enforcement**

The ESU owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using ESU property and these are subject to search and inspection at any time.

1. The ESU uses a technology protection measure that blocks access to some sites that are not in accordance with the ESU's policy.

2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.
3. The ESU will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

**B. Any violation of ESU policy and rules may result in that staff member facing:**

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;
2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

#### **IV. Off-Duty Personal Use**

ESU employees may use the internet, ESU computers, and other ESU technology while not on duty for personal use as long as such use is (1) consistent with other ESU policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the ESU's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

## **3013 Grievance Procedure**

**Definition of Grievance.** A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

**Procedural Steps.** The procedure for handling grievances is as set forth below.

**Step 1 - Oral Notice to Administrator.** The grievant shall initiate the grievance by presenting it to his or her administrator or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

**Step 2 - Written Grievance to the Administrator.** If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the administrator, the grievant representative may present the grievance in writing to the principal.

The administrator shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The administrator shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

**Step 3 - Appeal to the ESU Board.** If the determination of the administrator is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the administrator's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

**Written Presentation.** All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 shall be signed and dated by the aggrieved employee. All written answers submitted by the ESU shall be signed and dated by the appropriate ESU representative.



**Grievance Meetings or Hearings.** All meetings and hearings conducted under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

**Association Representation.** A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

**Reprisals.** No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

**Withdrawal of a Grievance.** A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

**Advanced Step Filing.** A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

**Time Limitations.** Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the ESU unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the ESU's Step 2 determination. If the ESU fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

**Requirement to Grieve.** This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.

**Bad Faith or Serial Filings.** The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of ESU staff members may be dismissed by the administrator without providing final resolution other than noting the dismissal on a basis in this section.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3014**

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### **3015**

#### **Prohibition Against Employment of Board Members**

Nebraska statutes prohibit board members from serving as a teacher on a regular teaching contract.

The board will allow a member of the board of education to be employed by the ESU in a non-teaching capacity, including substitute teaching. Board members who are also employed by the ESU are strictly prohibited from discussing any issue with students, staff or parents in their capacity as an employee that may come before the board.

This policy does not prohibit the board from contracting with members of the board for services or products when the relationship is not one of employer/employee and such contracts are in compliance with the requirements of statute and board policy regarding conflicts of interest.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

**3016**  
**Jury Duty/Service as Witness in Court**

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the ESU the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the ESU his or her witness fee.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

**3017**  
**Relations with Employee Collective Bargaining Associations**

The board recognizes the right of staff members to belong to organizations for bargaining purposes pursuant to state statutes. The board will negotiate with employee associations that have been established in accordance with public employee bargaining statutes and will negotiate with local collective bargaining unit representatives at mutually agreeable times.

To facilitate an amicable relationship between the ESU and any local employee associations, the ESU will allow associations to make reasonable use of ESU facilities for meetings outside the school's and the employees' work hours. With administrative approval, associations may use district resources, post notices of meetings and other information on bulletin boards designated for this purpose, and use district e-mail and mail boxes for delivery of employment-related information. Associations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

**3018**  
**Corporal Punishment**

Corporal punishment, defined as the infliction of bodily pain as a penalty for disapproved behavior, is prohibited. Some physical contact between students and staff is inevitable, and most of it is appropriate. Therefore, physical contact, short of corporal punishment, is acceptable to promote personal interaction with students, to maintain order and control, and to protect persons and property.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

**3019**  
**Workplace Injury Prevention and Safety Committee**

The ESU is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with the ESU. Every employee should show concern for the safety of fellow employees, students, and members of the public. The ESU shall have a safety committee as required by Nebraska law. Members of the safety committee shall be established through the collective bargaining process.

The committee shall adopt and maintain a written injury prevention program. The committee shall participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees shall be conducted annually.

The workplace injury prevention and safety committee shall maintain minutes of all meetings and file them in the administrator's office. The committee shall implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The ESU shall maintain records for at least three years, or longer if directed by the Department of Labor.

The committee shall meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee shall keep written minutes of all meetings, and provide a copy to the administrator or designee who shall maintain the minutes in the ESU's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee shall develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the ESU.

The administrator or designee shall assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she shall provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the ESU, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the ESU.

In the event of a death in the workplace, the workplace injury prevention and safety committee shall forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

The administrator or designee shall establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the ESU or activities under the control of the ESU. Such records shall be kept for at least three years, or longer if so advised by the Department of Labor.

Adopted on: June 21, 2021  
Revised on: \_\_\_\_\_  
Reviewed on: October 16, 2023

**3020**  
**Ownership of Copyrighted Works**

Works created by ESU employees in the course and scope of their employment remain the property of the district. The board may enter into a written agreement with a staff member allowing the staff member to share ownership of a copyright in the covered work. The board will only enter into such an agreement if the written work was created apart from, and in addition to, what the ESU requires and if the ESU will not incur an expense to replace the work.

The board hereby expressly grants to other educational entities located within Nebraska a non-exclusive license to use the ESU's copyrighted works for educational purposes within Nebraska when those works have been placed onto collaborative learning systems within the State.

Adopted on: June 21, 2021  
Revised on: \_\_\_\_\_  
Reviewed on: October 16, 2023

**3021**  
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## **3022**

### **Certification and Endorsements**

All educators who possess a certificate from the Nebraska Department of Education, the Nebraska Department of Health and Human Services, or any other state or governing agency shall comply with the respective entities' rules and regulations and all applicable Nebraska laws. They must file copies of their professional certificate or license, including endorsements, with the ESU administrator, and must promptly file any changes in certification, licensure, or endorsements. Certificated or licensed employees are required to maintain all their endorsements, and may not permit any endorsement to lapse or remove it from their certificates. The board or administrator may require a certificated or licensed employee to obtain a new endorsement when it is deemed necessary for the benefit of the ESU and/or to comply with federal or state requirements.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

## **3023**

### **Professional Ethics**

The Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, are the minimum standards for all staff members holding a certificate from NDE. The applicable regulations of the Nebraska Department of Health and Human Services or other applicable code of ethics are the minimum standards for all staff members holding a certificate or license from NDHHS. All certificated employees are responsible for reading, understanding, and complying with their applicable standards.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3024**

#### **Certificated Staff Members' Rights, Responsibilities, and Duties**

All certificated or professionally licensed employees shall assume the duties and responsibilities assigned by the administrator or designee.

All teachers must maintain a standard of dress, personal appearance, general decorum, moral standards and behavior that reflects their professional status in the community.

All certificated or professionally licensed employees who serve on the instructional or faculty of a school district shall follow the policies, rules, regulations and directives of the school district and its administrators to the extent they do not conflict with the policies, rules, regulations and directives of the educational service unit and its administration.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3025**

#### **Administrator**

The Administrator is hired by and shall report directly to the board of the educational service unit (the "ESU"). The Administrator shall have experience in public school administration and hold at least a standard administrative certificate.

The Administrator shall be the chief administrative officer of the board and shall keep the board informed on important issues. All other ESU employees shall be under the direct and/or delegated supervision of the Administrator. The Administrator's duties are those directed by the board, pursuant to board policy or otherwise, and shall include, but are not limited to, implementing board policy and recommending changes to board policy.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023



**3026**  
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**3027**  
**Part-Time Certified Employees**

**Percentage of Time.** The percentage of time that a teacher works will be determined by calculating the amount of time that the teacher is required to be at an ESU building to teach or supervise classes, plus any assigned preparation time, as a percentage of the entire school day. Extracurricular assignments shall not be considered in determining a teacher's percentage of time. Part-time and temporary teachers may or may not be assigned preparation time, at the sole discretion of the board of education, upon the recommendation of the administrator.

**Acquiring Permanent Status.** A part-time teacher may become a permanent certificated employee pursuant to the provisions of state statutes.

**Salary.** The salary, benefits and leave entitlement of a part-time teacher shall be determined by multiplying the percentage of time the individual works by his or her placement on the full-time salary schedule contained in each academic year's negotiated agreement. The percentage of time a part-time teacher is required to be on duty shall be determined by the board of education upon the recommendation of the administrator.

**Horizontal Movement on the Salary Schedule.** A part-time teacher may qualify for movement horizontally on the salary schedule by earning graduate hours of college credit as set forth in the guidelines of the ESU's salary schedule, and according to the applicable ESU policies.

**Attendance at In-service Meetings, Faculty Meetings, and ESU Activities.** A part-time teacher is responsible for attending in-service meetings, faculty meetings, and ESU activities that take place outside the teacher's assigned duty hours without additional compensation. A part-time teacher is responsible for performing such tasks as selling or taking tickets, and will be compensated for such tasks pursuant to the policy, practice or negotiated agreement of the school district.

**Continuation of Employment.** The ESU administration and board will deal with the continuation of a part-time teacher's employment pursuant to state statute and the procedures prescribed for full-time employees in these policies.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3028**

#### **Substitute Certificated Employees**

A substitute certificated employee is an individual who possesses the required certification or licensure from the Nebraska Department of Education, Nebraska Department of Health and Human Services, or some other professional entity and is employed to fill a certificated position on a temporary basis. The board shall establish the pay and benefits for substitute certificated employees.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3029**

**[INTENTIONALLY LEFT BLANK]**

## **3030 Evaluation of Employees**

### **NDE, NDHHS, AND SIMILAR CERTIFICATE HOLDERS**

All certificated or licensed employees to be evaluated shall be notified annually in writing of the evaluation process.

A certificated administrator, with the exception of the local board when it is evaluating the administrator, will observe and evaluate each probationary certificated or licensed employee for a full instructional period once each semester and each permanent certificated employee for a full instructional period once each school year. If the probationary certificated employee is the Administrator, he or she shall be evaluated twice during the first year of employment and at least once annually thereafter. Permanent certificated employees will be evaluated at least one time per year. The evaluation will include, but not be limited to evaluating the employee's instructional performance, classroom organization and management, personal conduct, and professional conduct. Evaluation of instructional performance and classroom organization and management is applicable to teachers only. The administrator will provide the employee with a written list of deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve. The evaluation form will include notice that the employee may respond to the evaluation in writing.

The ESU will train administrators in evaluation annually through meetings with the administration, attendance at regional, state or national workshops, or any other method approved by the administrator.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

**Entire Instructional Period.** For certificated employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire

instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

**Actual Classroom Observation.** Actual classroom observation consists of observing the certificated employee in any activities in a classroom setting. When a certificated employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certificated employee performing activities that are typical of his or her position.

**Professionalism.** Certificated employees that do not teach students and are unable to be evaluated during an instructional period or observed in a classroom will be evaluated for personal and professional conduct, in addition to any other relevant metrics established by the ESU Administrator.

#### **CLASSIFIED EMPLOYEES**

The ESU shall generally evaluate the performance of classified employees at least one time per year. The evaluator may provide the employee with a written list of deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: October 16, 2023

### **3031**

## **Evaluation of Probationary Certified Employees**

A certificated administrator will observe and evaluate each probationary certified employee for a full instructional period once each semester. The administrator will provide each employee with a written list of deficiencies, concrete suggestions for improvement, and sufficient time to improve.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

**Entire Instructional Period.** For certified employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

**Actual Classroom Observation.** Actual classroom observation consists of observing the certified employee in any activities in a classroom setting. When a certified employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certified employee performing activities that are typical of his or her position.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

**3032**  
**[INTENTIONALLY LEFT BLANK]**

**3033**  
**Workweek**

The workweek for ESU employees shall be the consecutive 168-hour period commencing on Monday at 12 a.m. and ending on Sunday at 11:59 p.m.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

**3034**  
**Staff Handbook**

The administrator or designee shall annually formulate, review and revise a staff handbook that will contain information about the ESU's employment policies and practices. The staff handbook is an extension of these policies and has the force and effect of board policy when approved by the board of education.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

**3035 & 3036**  
**[INTENTIONALLY LEFT BLANK]**

## **3037**

### **Reduction in Force**

The board may determine that a reduction in force of NDE certificated staff members is appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the ESU, increased costs of operating the ESU, or another change or changes in circumstances. If the board, in its sole discretion, determines that a reduction of certificated staff is necessary, the administrator shall notify those employees whose contracts may be reduced. However, the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service that the permanent employee is qualified to perform by reason of certification and endorsement, or when certification is not applicable, by reason of college credits in the teaching area.

1. **Definition of Reduction in Force.** A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number of percentage of employment of the certificated staff overall may be increased by other hiring or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment to an employee's contract reducing the extent of the employee's employment.
2. **Restriction of Right to Administrative Position.** Due to the confidential and unique personal working relationship necessary between the administration and the board of education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.
3. **Criteria for Reduction in Force.** The criteria set forth below shall be considered in selecting the personnel to be reduced. The criteria are not listed in any order of priority, and shall be given the weight that the board considers appropriate.
  - a. Programs to be offered;
  - b. Areas of endorsement that are of present or future value to the ESU. This criterion shall be based upon the endorsement(s) shown on each teacher's Nebraska Teaching Certificate;

- c. State and federal laws or regulations that may mandate certain employment practices;
- d. Involvement in the programs and activities sponsored by the ESU;
- e. Special or advanced training consisting of college credit or other training that would be of present or future value to the ESU;
- f. The organizational and educational effect caused by multiple part-time certificated employees;
- g. Formal and informal evaluation of staff performance by supervising administrators and if evaluations will be used as a criterion for a given reduction-in-force, the evaluation procedures shall be those adopted by board policy in effect at the time of the reduction and the evaluation forms shall be those on file with the Nebraska Department of Education for the ESU;
- h. Any other reasons that are rationally related to the instruction in or administration of the ESU.

4. **Consideration of Uninterrupted Service.** If, after consideration of the criteria listed above, it is the opinion of the administrator that there is no significant difference between or among certificated employees being considered for reduction, the employee(s) with the longest uninterrupted service to the ESU shall be retained.

- a. Uninterrupted length of service is defined as the number of continuous full-time equivalent years of employment in the ESU as a teacher.
- b. A full-time equivalent year is defined as employment on a full-time basis for an entire school year.
- c. Less than full-time employment reduces the teacher's full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year full-time equivalent employment.
- d. A break in service will terminate a teacher's seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

5. **Rights of Recall.**

- a. Any certificated employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect.
- b. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract



year, and the employee shall be recalled on the basis of length of service to the ESU to any position that he or she is qualified to teach by endorsement or college preparation.

- c. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing ESU policies and the current negotiated agreement. Any year of years of absence from employment shall not be considered as a year or years of employment by the ESU.
- d. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.

**6. Current Teaching Certificate.**

- a. Upon initial employment with the ESU, each certificated employee shall file a copy of his or her teaching certificate, including endorsements with the administrator.
- b. The employee shall be responsible for filing any changes in certification or endorsements with the administrator.

**7. Address Records.**

- a. A certificated employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the administrator.
- b. If there is a vacancy to which a former employee has a right of recall, the ESU may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee's last known address. If the ESU does not receive written acceptance of the offer within seven days, the former employee shall be deemed to have waived his or her rights to be recalled to the employment position.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

**3038**  
**Classified Staff Defined**

The term “classified staff” means all employees other than certificated teachers and administrators. Classified staff employees are employed at will, and their employment may be amended or terminated at any time and without any cause.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

**3039**  
**Employment of Classified Staff**

The administrator or designee shall hire classified staff to meet personnel needs consistent with the district’s budget, instructional needs, and non-instructional operations. The administrator or designee may, but is not required to, conduct a criminal background check on any classified staff applicant, provided that such check shall occur only after the ESU has determined that the applicant meets the minimum employment qualifications. This policy shall not prevent the ESU from requiring an applicant to disclose his or her criminal record or history relating to sexual or physical abuse prior to any minimum employment qualification determination.

The administrator or designee shall discipline and discharge classified staff as appropriate.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

## **3040**

### **Leave for Employees**

**Paid Leaves Available.** ESU 11 makes the following forms of paid leaves available: Sick Leave, Personal Leave, Bereavement Leave, Emergency Leave, Administrative Leave, Civil Leave, Vacation Leave and Professional Leave. In addition, ESU 11 complies with laws that require leaves to be allowed without loss of pay, such as for military service and jury duty.

**Nature of Paid Leave.** Paid leave is available to employees when the following specific conditions are met: (1) the employee is currently employed by the ESU; (2) the paid leave day is taken on a day the employee would otherwise be expected to be at work; and (3) the employee has met the conditions that are applicable to the type of paid leave that has been requested.

**Leave Days.** Paid leave days are provided based on the same number of hours the employee is scheduled to work on the day the leave is taken, except for any day in which premium pay may be paid. For example, if an employee is scheduled to work 6 hours on a day that sick leave is used; the use of the sick leave on that day constitutes the use of 1 full sick day.

**Eligibility Based on Employment Status.** For purposes of eligibility for paid leave days, employees are identified as:

- i. Full-Time Employees—Employees scheduled to work in one position at least 1,480 hours per leave year. Eligibility for full-time status treatment based on combinations of positions is subject to prior written approval of the Administrator.
- ii. Part-Time Employees—Employees who are contracted to work at least 9 months in the leave year and who are scheduled to work at least 16 hours per week. Except as otherwise specified, Part-Time Employees are provided paid leaves on a pro-rata basis measured against a 1,480 hour work year (185 days x 8 hours). **NOTE:** Nine-month employees will not receive any vacation days.
- iii. Ineligible Employees—Employees who are not Full-Time or Part Time Employees, as defined above, including any employees employed on a substitute or temporary basis. Ineligible Employees are not eligible for any paid leaves.

**Unused Days.** There is no pay for unused paid leave either during or upon ending of employment except as may be provided in the negotiated agreement with the designated association of certified employees or in written employment contracts approved by the Board, and except as required by law. A condition of paid leave being available is that the employees not engage in misconduct warranting termination. Accordingly, in the event the Administrator or the Board determines that an employee has engaged in misconduct, there shall be no pay for unused leave days. In the event unused leave days are required to be paid, the employee will be paid \$1 per day for each unused day.

### **SICK LEAVE**

**Days Per Leave Year.** Employees who work 185 FTE contract days are eligible for 9 days of sick leave a year without loss of salary. Employees who work 12 months a year are eligible for 13 days of sick leave without loss of salary. If an employee works less than the entire term of his/her employment contract, the number of days specified on the employee's contract shall be divided by 19 in order to prorate the number of sick days.

**Availability.** Sick days are only available when the employee is unable to perform assigned duties due to the illness or temporary disability of the employee or due to the employee needing to care for a member of the employee's immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the employee's spouse, dependent child, parent, grandparent, sibling, and the employee's spouse's parent. Employees are to use sick leave when unable to work. Activities other than caring for their own health or that of an immediate family member reflect an abuse of sick leave. Leave for maternity and paternity shall be included in this sick leave policy.

**Carry-over and Accumulation.** Unused sick leave may be carried over from one leave year to the next succeeding leave year to a maximum of 120 sick leave days.

**Prorated Days.** Employees who do not work all of the days specified in their contract will have their earned sick days prorated by the number of days actually worked.

### **PERSONAL LEAVE**

**Days Per Leave Year.** Full-Time employees have 2 days of personal leave available per leave year. Employees who work 185 FTE contract days have 3 days of personal leave available per leave year.

**Availability.** The availability of personal leave is to be determined at the discretion of the Administrator.

**Carry-over and Accumulation.** There is no carry-over or accumulation of unused personal leave. Unused personal leave will be paid out at \$1 per day.

### **BEREAVEMENT LEAVE**

**Immediate Family.** Paid family bereavement leave is available in the event of the death of an immediate family member. The term "immediate family" for this purpose means the employee's spouse, child, parent, grandparent, grandchild and sibling; and family members standing in the same relation to the employee's spouse (in-laws). Family bereavement leave is available for each such death at the discretion of the ESU 11 Administrator.

**Non-Immediate Family.** Non-family bereavement leave of 1 day is available for the death of a person who is not an immediate family member, but with whom the employee was so close that the employee would be expected to attend the person's funeral. Non-family bereavement leave requires advance approval of the employee's supervisor. Additional days for travel etc. is available at the discretion of the Administrator.

**Use of Bereavement Leave.** Bereavement leave is to be used for purposes of addressing issues related to the death and to attend funeral services. The taking of a bereavement leave without attending funeral services would be an abuse of bereavement leave, except in the case of the death of the employee's parent, child or spouse, where grief would be expected to impair the employee's ability to function at work.

**Carry-over and Accumulation.** There is no carry-over or accumulation of unused bereavement leave.

### **EMERGENCY LEAVE**

**Days Per Leave Year.** Employees have 2 days of emergency leave available per leave year.

**Availability.** Emergency leave is for the rare, unusual circumstance, where the taking of a leave is unavoidable and very clearly reasonable. An employee shall request only that portion of the day needed to alleviate the situation. The availability of emergency leave is to be determined in the discretion of the Administrator. The type of requests that might be determined to be eligible for emergency leave are:

- a. Legal arrangements related to the immediate family of the employee.

b. Compliance with a court summons other than for an employee's criminal violations, civil lawsuits, or matters in which the employee is supporting a relative or friend.

c. Road conditions or mechanical failure of their vehicle prevents employee from traveling to the location where they are scheduled to work.

**Carry-over and Accumulation.** There is no carry-over or accumulation of unused emergency leave.

### **PROFESSIONAL LEAVE**

**Days Per Leave Year.** Certificated and professional licensed employees may be granted up to 3 days paid professional leave per leave year.

**Availability.** Professional leave is available for attendance at local, regional, state, or national functions provided attendance is judged by the Administrator or designee to be for professional development of the employee in an aspect of the employee's employment duties or of potential benefit to the ESU or schools served by the employee. Attendance at such functions is to be determined at the discretion of the Administrator. Expenses for attendance, including transportation, meals, registration fees, and other function-related expenses deemed necessary and approved by the Administrator will be paid by in accordance with the Coffee Act Policy.

**Carry-over and Accumulation.** There is no carry-over or accumulation of unused professional leave.

### **VACATION LEAVE**

It shall be the policy of the Board of ESU 11 that employees who are under contract to work for twelve (12) months of the year and whose contract year runs from July 1 through June 30 shall be entitled to vacation leave without loss of salary in accordance with the following terms:

1. Beginning with the first year and continuing through the fifth year of employment, 10 days of vacation leave will be provided for one 12 month contract year.
2. Beginning with the sixth year and continuing through the tenth year of employment, 15 days of vacation leave will be provided for one 12 month contract year.

3. Beginning with the eleventh year of employment and every year thereafter, 20 days of vacation leave will be provided for one 12-month contract year.
4. On July 1, staff members will receive the number of vacation days listed above based on their years of employment. Staff members who do not use all of their vacation days by June 30 of the following year shall receive \$1 per day for each day of unused leave.
5. Employees who do not work all the days in their contract will have their earned vacation days prorated based upon the number of days actually worked.
6. Each employee must confer with his or her immediate supervisor about scheduling vacation leave time and must secure approval from that supervisor prior to scheduling leave.
7. Unused vacation days shall be paid at the rate of \$1 per day upon the termination of employment.

### **UNPAID LEAVES**

Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave. The employee's salary and fringe benefits (including the cost of premiums for group health insurance) may be subject to reduction for the day or days of work missed.

### **DISCRETIONARY LEAVE OF ABSENCE**

An employee may apply to the Board for a leave of absence from duties. The Board will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one leave year. All discretionary leaves shall be without pay except as may be individually negotiated.

Adopted on: June 21, 2021

Revised on: December 16, 2024

Reviewed on: November 20, 2023

## **3041 Staff Dress and Appearance**

The attire worn by staff members conveys an important image to students and the general public. The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community.

### **I. Staff Expectations in Dress and Appearance**

#### **A. General Expectations in Dress and Appearance**

1. Certified staff, paraeducators, and office staff should generally dress in business casual attire that is clean and professional.
2. Custodial, maintenance, and transportation staff should dress in attire appropriate to the work they are performing.

#### **B. Unacceptable Forms of Dress and Appearance**

1. The following are examples of unprofessional attire which should not be worn by classroom staff during the traditional school day, when students or visitors are in attendance, or when the employee is supervising, directing, or coaching students when the public is in attendance:
  - For men: shirts without collars, unless the shirt can be deemed professional by other standards.
  - Athletic wear, including sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium, on a playing field, or at athletic or other activity practices.
  - Shorts, except when teaching physical education class or at athletic or other activity practices.
  - Blue jeans, except at athletic or other activity practices, or on days considered to be "dress down" days.
  - Hats, except when worn outside for sun coverage.
  - Rubber soled 'flip flop' thong sandals.
  - Any attire which is excessively wrinkled or torn, so that it is no longer neat and professional.
  - Any attire which is immodest or may distract other employees or students in the learning environment.

### **II. Enforcement**



The administrator or the administrator’s designee shall maintain the discretion to make determinations on staff dress and appearance. The administrator may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special “casual days” or field days). Any violation of school policy and rules may result in disciplinary action.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

### **3042**

#### **Employee Social Security Numbers**

Nebraska law prohibits employers from using or publishing an employee’s social security number except under certain specified circumstances. This ESU shall comply with this law and take reasonable steps to protect the confidentiality of employees’ social security numbers. However, neither state law nor this policy prohibits the ESU from using the last four digits of an employee’s social security number as an employee identification number or in any other reasonable manner.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

### **3043**

#### **Professional Boundaries Between Employees and Students**

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

parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

Unless an employee has a legitimate educational purpose, the following behavior is a violation of the professional boundaries that employees are expected to maintain with students. The following list is intended to illustrate inappropriate behavior involving students but not to describe every kind of prohibited behavior.

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the ESU.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school. Electronic communications with students generally are to be sent simultaneously to multiple recipients and not just to one student except when the communication is clearly school related and inappropriate for persons other than the individual student to receive (i.e. grades).
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.

- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

An employee is required to make a report to the administrator if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the administrator shall be reported to the ESU 11 Board President.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor, the Title IX coordinator, or other school employee with whom she or he feels comfortable.

Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by ESU policy and state law.

A violation of this policy will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with law enforcement officials, and filing a report with the Commissioner of Education or other applicable official.

Adopted on: June 21, 2021  
Revised on: \_\_\_\_\_  
Reviewed on: November 20, 2023

### **3044**

#### **Political Activity by Staff Members**

The Board recognizes its individual employees' rights of citizenship, including, but not limited to, engaging in political activities. An employee of the ESU may seek an elective office, provided that the staff member does not campaign on school property during working hours, and provided all other legal requirements are met. The ESU assumes no obligation beyond making such opportunities available.

The following activities are prohibited during an employee's work time (including duty-free lunch and planning periods):

1. Soliciting votes or contributions for or against a particular candidate or ballot proposition.
2. Discussing with students opinions regarding a political candidate or ballot proposition unless the topic is part of the approved curriculum.
3. Preparing, displaying, wearing or distributing campaign literature, materials, or signs for or against a candidate or ballot proposition (this prohibition does not apply to bumper stickers on personal vehicles).
4. Soliciting volunteers to assist with a campaign for or against a political candidate or ballot proposition.
5. Preparing for, organizing, or participating in any political meeting, petition, rally, or event.
6. Other prohibited political activity as defined by state law.

The following activities are prohibited at all times:

1. Using any ESU resources including, but not limited to, facsimile machines, copy machines, computers or e-mail accounts, for political campaign activities.
2. Using ESU property or facilities for any political campaign activities, unless such use is approved pursuant to school board rules or policy.
3. Spending ESU funds to urge votes to vote for or against a candidate or ballot proposition
4. Requiring employees to engage in political campaign activities as part of their job duties.
5. Providing employees with additional compensation or benefits for engaging in political activities.
6. Representing an employee's personal political position as the position of the ESU or the board of education.
7. Engaging in any other activity prohibited by state law.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

## **3045 Milk Expression**

Except as otherwise provided by law, the ESU will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The ESU will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public. These accommodations will be provided for one year after the child's birth unless otherwise required by law.

Adopted on: June 21, 2021

Revised on: June 19, 2023

Reviewed on: November 20, 2023

## **3046 Internet Searches Regarding Potential Employees**

Members of the administrative team or of a hiring committee (hereinafter "the committee") may conduct internet research about job applicants by using the following protocol, except that no criminal history record information check shall be made until the ESU has determined that the applicant meets the minimum employment qualifications:

1. The committee may conduct internet searches using candidates' full names and any aliases. The committee may also search candidates' full names and any aliases on Facebook, Instagram, LinkedIn, Twitter, YouTube, and other social networking websites.
2. All applicants or all finalists must have the same research conducted about them. For example, if the committee conducts a search on Google using the name of one applicant in order to determine whether to include that applicant in the list of finalists, the committee must also conduct an identical search of all applicants' names.
3. The committee may not use deception to gain access to applicants' social networking pages, blogs, or other on-line media and will not require applicants for employment to provide the ESU with their username or password to personal social media accounts.

4. The committee must take reasonable steps to verify the reliability of the information obtained in the search, including consulting with the applicant for confirmation of accuracy, if appropriate.
5. The committee will consider the following information to be relevant in making hiring decisions about an applicant based on information obtained through internet research:
  - a. Disparaging remarks made about current or former co-workers, supervisors, or employers;
  - b. Discriminatory, harassing, or demeaning behavior or comments;
  - c. Unprofessional, lewd, or obscene behavior or remarks;
  - d. Criminal activity;
  - e. Information which indicates the applicant will or will not be able to perform the essential functions of the position sought; and
  - f. Information which indicates that the applicant is particularly suited or unsuited to the position sought.
6. The committee will retain documents to demonstrate its compliance with this policy with other documentation relevant to the job search.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

**3047**  
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## **3048**

### **Assessment Administration and Security**

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

#### **1. Assessment Responsibilities**

- a. Each building principal, in consultation with the Administrator and classroom teachers, will be responsible for:
  - overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;
  - obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;
  - informing the board of education of changes to the Nebraska State Accountability Security Procedures; and
  - signing and enforcing the Nebraska State Accountability Test Security Agreement.
- b. Every classroom teacher or other staff member who administers assessments is responsible for:
  - complying with the Nebraska State Accountability Security Procedures;
  - taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and
  - ensuring the security of all test materials.



## **2. Security Violations and Cheating**

### **a. Classroom assessments**

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

### **b. State Accountability Tests**

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the Administrator. The Administrator must notify the Department of Education's Statewide Assessment Office and follow the Department's protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

**3049**

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## **3050 Overtime and Compensatory Time**

Employees who are "non-exempt" under the Fair Labor Standards Act and who work more than 40 hours in a workweek will be paid at the rate of time-and-one-half (1½) times their regular rate of pay for all overtime hours or will be provided compensatory time. All overtime must be approved in advance by the employee's supervisor. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

The ESU may grant compensatory time in lieu of overtime pay at a rate of one and one-half (1½) hours off for each hour of overtime the employee worked. Employees may accrue a maximum of 240 hours of compensatory time, which represents 160 hours of actual overtime worked. When an employee has accrued 240 hours of compensatory time, the ESU shall pay him/her at the rate of one and one-half (1½) times his/her regular rate of pay for each additional hour of overtime. An employee who asks to use compensatory time shall be permitted to use it within a reasonable period after the request if its use does not unduly disrupt the ESU's operations.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular hourly rate paid to the employee during the last three years of his/her employment, or (2) the final regular hourly rate paid to the employee, whichever is higher.

Payment for unused compensatory time shall be at the employee's regular rate of pay for each hour of compensatory time, not one and one-half (1½) times the regular rate of pay.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

**3051**  
**Staff and ESU Social Media Use**

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The ESU also uses social media accounts to provide information to ESU stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the ESU. Staff should also refer to the ESU's policy on Staff Computer and Internet Usage.

**IV. Personal Versus ESU-Affiliated Social Media Use**

**A. Personal Social Media Use**

1. The ESU will not require staff members or applicants for employment to provide the ESU with their username and password to personal social media accounts.
2. The ESU will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
3. Staff members whose personal social media use interferes with the orderly operation of the ESU or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the ESU.
4. Staff members who wish to begin using or to continue using the ESU name, programs, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

**B. ESU-Affiliated Social Media Use**

1. Any social media account which purports to be "the official" account of the ESU (e.g., "ESU 11 Tech Department"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the ESU's business

purpose. Staff members may not use “official” accounts for personal use.

2. Staff may be required to provide their supervising administrator with the username and password to ESU-affiliated social media accounts.
3. Staff may be required to interact with specified individuals on ESU-affiliated social media accounts.
4. When staff use ESU-affiliated social media accounts to comment on ESU-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

## **V. Staff Expectations in Use of Social Media – Applicable to Both Personal and ESU-Affiliated Use**

### **A. General Use and Conditions**

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board’s policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building administrator or the ESU Administrator prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member’s supervising administrator.

### **B. Acceptable Use**

1. Staff may use social media for instructional purposes.

2. Staff may use social media for ESU-related communication with fellow educators, students, parents, and patrons.
3. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter.

### **C. Unacceptable Use**

1. Staff shall not access obscene or pornographic material while at ESU, on ESU-owned device or on ESU-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on ESU-owned devices or during ESU time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

## **VI. ESU-Affiliated Digital Content**

### **A. General Use and Conditions for ESU-Affiliated Accounts**

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any ESU-affiliated web pages, microblogs, social media pages or handles, or any other digital content which represents itself to be ESU-related, or which could be reasonably understood to be ESU-related. This includes any content which identifies the ESU by name in the account name or which uses the ESU's mascot name or image.

Staff must provide administrators with the username and password for all ESU-affiliated accounts and must only publish content appropriate for the ESU setting. Staff may not provide the username and password to

ESU-affiliated accounts to any unauthorized individual, including students and volunteers.

## **B. Moderation of Third Party Content**

The purpose of ESU-related social media accounts is to disseminate information. No ESU-related or ESU-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the Administrator. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the Administrator permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, or appeals to prurient interests;
2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains threatening, harassing, or discriminatory words or phrases;
4. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to ESU operations or activities; or
5. Contains any other threat to the safety of students and staff.

Every account administrator must keep a copy of any removed content and must provide a copy to the Administrator along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the Administrator.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

## **3052**

### **Job References to Prospective Employers**

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the leadership team. The administrator will either provide a reference in compliance with this policy or will forward the request to the ESU Administrator.

If the ESU is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the ESU's response to requests for information, regardless of any written consent provided to the ESU.

If the ESU is not bound by a separation agreement and receives a legally enforceable written consent to release information, the ESU may provide the information authorized by that document. The ESU may provide additional truthful information to prospective employers of current and former employees.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

## **3053**

### **Conflict of Interest**

Any ESU employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:
  - a. Business with which an employee is associated shall include the following:
    - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

- (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
  - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
  - c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes
2. Contracts with the ESU.
- a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this ESU unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the ESU's regular business hours the proposals considered and the contract awarded.
  - b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the ESU is a party, or the failure to make public the employee's interest known, may render a contract null and void.
  - c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.
3. Employing Members of the Immediate Family.



- a. An employee may employ or recommend or supervise the employment of an immediate family member if:
    - (1) The employee does not abuse his or her position.
      - (a) Abuse of official position shall include, but not be limited to, employing an immediate family member:
        - (i) who is not qualified for and able to perform the duties of the position;
        - (ii) for any unreasonably high salary;
        - (iii) who is not required to perform the duties of the position.
    - (2) The employee makes a reasonable solicitation and consideration of applications for employment.
    - (3) The employee makes a full disclosure on the record to the governing body of the ESU and to the secretary of the board.
    - (4) The board approves the employment or supervisory position.
  - b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
    - (1) a public official, public employee, or candidate.
    - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
    - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

- b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.
- c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.
- d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.

5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, an employee shall not authorize the use of ESU personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- b. This does not prohibit an employee from making ESU facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
- e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the ESU.

However, this shall not be done during a time that the individual is engaged in his or her official duties.

6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than \$150,000 Per Year

- a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.
- b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.
  - i. When assessing whether a conflict of interest exists, qualifying staff members should assess whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.
  - ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.
- c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:
  - i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and
  - iii. Abstain from participating in the matter in which the employee has a conflict of interest.
- d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.

7. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: June 21, 2021

Revised on: June 17, 2024

Reviewed on:

### **3054**

#### **Reporting Child Abuse or Neglect**

Because of their daily contact with ESU-age children, educators and other ESU employees are in a unique position to identify abused and/or neglected children. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

**Reporting Procedure.** ESU employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

1. Any ESU employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal (if applicable) and the ESU Administrator immediately. Employees shall also personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services.
2. When the principal makes a report of suspected child abuse or neglect, he/she shall inform the employee(s) who made the initial report.

3. Nothing in the paragraph above shall hinder an ESU employee from fulfilling his/her/their obligation to report suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.
4. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and ESU employee is encouraged, keeping in mind that prompt reporting is essential.

**Contents of the Report.** The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

**Legal Immunity.** Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

**3055**  
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## **3056 Resignation of Certificated Staff**

Certificated staff members who know they will not be returning to employment at the ESU for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. Unless otherwise required by law or contract, the following resignation requirements apply.

Staff members holding a certificate from the Nebraska Department of Education who submit their resignations to the board by the earlier of (a) April 15th or (b) the date designated in a written request of the board or the administrators to accept employment for the next school year pursuant to section 79-829 (provided that such acceptance date may not be earlier than March 15th of each year) will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations may be reported to the Professional Practices Committee of the Nebraska Department of Education.

Adopted on: June 21, 2021

Revised on: July 18, 2022

Reviewed on: November 20, 2023

## **3057 Administrator Evaluation**

The board shall observe and evaluate the Administrator based upon actual classroom observations for an entire instructional period at least twice during his first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the Administrator performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the Administrator's work during the semester for no less than 40 minutes.

**Purpose.** The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and Administrator to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding and reinforcing good work, as well as identifying areas where the Administrator needs to improve.
3. To clarify the Administrator's role and inform the Administrator of the board's expectations.

**Dates.** Unless otherwise provided for in the Administrator's employment contract, the first year evaluations should take place (1) at or prior to the October board meeting, and (2) at or prior to the January board meeting. Annual evaluations shall take place at a board meeting held during the month before the date in the Administrator's employment contract by which the board must notify the Administrator of its intention to consider the nonrenewal or amendment of the contract. In the absence of such a contract provision, the annual evaluation should take place at or prior to the March board meeting. The Administrator shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

**Evaluation Document.** The Administrator shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the Administrator. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The Administrator shall submit the evaluation document to the Nebraska Department of Education.

**Evaluation Procedures.** Each board member shall have the opportunity to complete a draft evaluation document. The board president shall compile the individual draft evaluations into a single and final evaluation, provide a copy to the Administrator, and discuss it with him or her. The Administrator's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the Administrator's reputation and if he or she has not requested it be done in open session.

**Deficiencies.** If deficiencies are noted in the Administrator's work performance, the board shall provide the Administrator at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the Administrator with follow-up evaluations and assistance when deficiencies

remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the Administrator's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

**Personnel File.** The evaluation shall be signed by the board president (or other member of the board) and the Administrator. The Administrator shall place a copy of the evaluation in his or her personnel file. The Administrator may provide a written response to the evaluation to the board. A copy of the response shall also be placed in the Administrator's personnel file. The board may meet with the Administrator to discuss the written response.

**Policy Limitation.** The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the Administrator and do not give the Administrator any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the Administrator's employment, up to and including the nonrenewal, amendment, or cancellation of the employment contract.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

## **3058**

### **Confidentiality in Counseling and Guidance**

The ESU provides students with a certificated school guidance counselor. Information that students provide to counselors is confidential but not legally privileged. The counselor will attempt to respect the privacy of student disclosures, but will share all relevant information with other education professionals as appropriate or as directed. The counselor will also contact parents and law enforcement officials as appropriate.

Records of the counseling relationship, including interview notes, test data, correspondence, tape recordings and other documents, are to be considered professional information for use in counseling, not part of the student's education record.



When a counselor is in doubt about what information to release, he or she should discuss the matter with the ESU Administrator

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023

### **3059**

#### **Behavioral and Mental Health Training**

All ESU employees are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials.

Employees must complete the training designated by the ESU no later than October 31<sup>st</sup> of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: June 21, 2021

Revised on: June 19, 2023

Reviewed on: November 20, 2023

### **3060**

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### **3061**

#### **Workplace or Non-Workplace Injuries or Illness and Return to Work**

**Reporting Workplace Injuries.** Staff members who are injured while performing duties or who witness workplace injuries must report them to the ESU Administrator or ESU Administrator's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the ESU. Failure to report a workplace injury as a witness

will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

**Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness.** Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the ESU Administrator. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

**Termination After Workplace Injuries or Illness.** Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the ESU has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or ESU policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The ESU may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a medical professional has certified that the employee has reached maximum medical improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the ESU and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the ESU. In no

event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

**Termination After Non-Workplace Injuries.** Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: June 21, 2021

Revised on: \_\_\_\_\_

Reviewed on: November 20, 2023