

# **Alliance's Early Childhood Program**

## **Staff Handbook**



### **Mission Statement**

**The Alliance Early Childhood Program wants to ensure that children from categorically and economically diverse groups have access to a research based effective and developmentally appropriate preschool program with a strong emphasis on family participation.**

### **Philosophy**

**It is our philosophy that parents are the first and foremost teacher of their children.**

**Our program provides support to parents using developmentally appropriate classroom activities that are designed to help children reach their fullest potential in all areas of development. Through a structured routine and with input from parents regarding their individual child, the program recognizes each child as an individual and strives to meet their individual needs.**

## **Alliance Early Childhood Staff Handbook**

**The Alliance Early Childhood Program is an extended part of the families that place their children in our care. We have accepted the responsibility of assisting parents in the care and education of their children. We agree to help children learn skills that will last throughout their lives such as cooperation, sharing, self-confidence and respect for others.**

**As an employee of the Alliance Early Childhood Program you have also accepted this responsibility. This handbook will provide a guideline for you to follow.**

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

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

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

### **Requirements**

**As an employee of Alliance’s Early Childhood Program, you will be required to provide a “Health Information Report” within 30 days of hiring and annually thereafter. You will also be required to sign a “Felony/Misdemeanor Statement” and submit it to the Director. Employees are required to review and be familiar with the Preschool Regulations from the Nebraska Department of Health and Human Services. Your name will also be checked against the Nebraska Central Registry of Child Abuse and Neglect through the Nebraska Department of Health and Human services upon hiring.**

**Each employee is required to complete 12 clock hours of training in the area of early childhood education per year.**

**Para-educators are required to carry out the duties as assigned by the classroom teacher and Director.**

### **Your Health and Your Job**

**Your good health is important to you, the children and your fellow employees. We encourage you to take precautions to stay healthy and maintain a good work attendance record. To protect the children and your fellow employees, you should not come to work if you have a contagious disease or an illness that impairs your ability to carry out the duties assigned to you.**

### **Personal Appearance and Dress**

**Your personal appearance is an important aspect of your overall effectiveness and is a reflection on your success as a childcare professional. Choose work clothing that is appropriate, casual and clean which will allow you to move freely and comfortably while actively working with children. Lettering or slogans displayed on clothes should not be offensive. Shoes must be worn at all times and should be comfortable and protect your feet.**

### **Use of Business Telephone/Cell Phones**

**The telephone must be available for business use. Except in the case of an emergency, messages will be taken for you in the event you receive a personal call while on duty. In the event of an emergency, you will be notified immediately. The use of personal cell phones during business hours for personal use is not allowed except in the case of an emergency.**

### **Drug-Free Workplace**

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

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

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

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

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

### **Weapon-Free Workplace**

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

The term weapon means:

a. A weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, EXCEPT that such term does not include a pocketknife with a blade of less than 2 ½ inches in length.

b. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.

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

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

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

#### **Internet Rules:**

- 1. You may use only the account assigned. You are not permitted to use another's account.**
- 2. You are responsible for all usage on your account, including password maintenance and file protection measures.**
- 3. You agree to use your account to access data relevant to school purposes.**
- 4. You may not use the Internet for personal gain, for obtaining information to be sold or provided to others by contract, or for any commercial purpose.**
- 5. NO obscene or indecent materials will be accessed or downloaded.**
- 6. NO lottery material will be accessed or downloaded except for educational purposes.**
- 7. You assume full responsibility for any disputes arising from unauthorized use of material and agree to hold Alliance Public Schools, its officers, employees, and subsidies harmless in any such dispute.**
- 8. You understand that you may be criminally or civilly liable for material containing obscene material.**

Violation of any of the above rules will result in immediate revocation of your Internet address on the APS system.

### **Use of School Facilities**

**Employees will be issued keys to the school. You are expected to not lose your keys and to not allow others to have access to or to use your keys. Employees are permitted to have access to school facilities during non-school time provided such access is for work-related purposes.**

**When employees leave the building, they are to close all windows, lock classrooms doors and make sure that all entry doors are fully closed and locked.**

**School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies, school equipment, and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items that have been placed in the trash, should not be removed for non-school use without approval from the administration.**

### **Care of School Property**

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

### **Salespersons**

**Employees need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the employee while engaged in their assigned duties except for such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:30 am and 5:00 pm on all days school is in session. If you are required to be at work earlier than 8:30 am, the hours are extended to that earlier time as well.**

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

### **Severe Weather and School Cancellations**

**The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. Local and regional radio stations broadcast the information regularly.**

### **Contract Days**

**Teachers are contracted for 185 days (hereinafter referred to as the "contract year" as per the provisions of the negotiated agreement). In some cases**

the contract days may be serviced by individual teachers on varying schedules as established by the Board of Education and Administration.

### **Employment**

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

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

### **Assignments**

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

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

### **Personnel File**

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

## **Grievances and Complaints**

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

## **Compensation**

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

**Changes in Salary Schedule Placement.** The provisions of the negotiated agreement shall govern changes in a teacher's placement on the salary schedule. Teachers are expected to provide the Superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary as per the provisions of the negotiated agreement. Para-educators are expected to provide verification of training they complete to advance on the Classified Salary Schedule as outlined in the Classified Staff Handbook.

**Salary Payments.** Salary is payable over twelve equal installments for teachers. All employees will be paid on the 20<sup>th</sup> of the month, or the last preceding school day, if the 20<sup>th</sup> falls on a vacation or weekend day. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

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

**Extended Duty Pay:** Payment of an extended duty contract shall be in accordance to the negotiated agreement.

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

**Continues health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached to this handbook as Appendix "A".**

**The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans.**

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

#### **Payroll and Payroll Deductions**

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

#### **Expense Reimbursement**

**Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.**

**The District provides materials necessary for instruction. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal or Director.**

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

#### **402(b) Salary Reduction Agreements**

**The District will cooperate with any teacher who chooses to participate in an investment program under a Internal Revenue Code Section 403(b) provided that the certificated employee executes a “Salary Reduction Agreement” provided by the District and the vendor of the 402(b) Plan elected by the teacher has entered in to a “Service Provider Agreement” with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.**

#### **Overtime**

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

**Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-**

exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Saturday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1 ½ times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. (Teaching professionals are not subject to the "salaried basis" test). An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

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

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

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

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

#### **Requests for Leave**

Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important. All absences and requests for leave must be submitted in writing on the pink forms in the office. All preknown absences or leave including family care, medical,

personal, emergency, athletic duty, activity leave, professional, and administrative professional leave must be submitted.

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

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

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

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

#### **Leaves of Absence**

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

#### **Jury Duty**

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

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

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

## **Military Leave**

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

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

## **Family and Medical Leave Act**

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

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

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

## **Hours of Work & Meetings**

**Regular, dependable attendance at work is an essential function of a teacher’s and Para-educators employment position.**

**The Board of Education recognizes that teachers’ responsibilities to their students and their profession generally involve the performance of duties and the commitment of time beyond the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work**

schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

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

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

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

#### **Arrival to Duty Assignments**

Full-time teachers have a designated on-site 8-hour workday as designated by the Director Monday through Thursday. On Friday, or the last day of the week, staff may leave at 3:15 providing all duties have been completed. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned classroom at least five minutes before each period begins to assure that students are not unsupervised within the classroom.

#### **Leaving School**

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30-minutes each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties. Teachers who leave school during lunch must return 5 minutes prior to the next class to supervise students.

#### **Use of Para-Educators**

Para-Educators provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A Para-educator must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the Para-educator in a supportive role. Para-educators may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other

written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculate grades and record grades. Teacher Para-Educators are to work only on their assigned workdays and within their assigned workday. If the teacher desires the Para to work hours other than the assigned work hours or assigned workday, contact the administration for approval.

#### **Students in Classrooms that are Participating in Coop Teaching Program**

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

#### **Checking Out of Equipment**

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

#### **Managing Student Conduct**

The Early Childhood Program is committed to providing children and families with quality care and education in a safe and loving environment. A major part of that obligation is focused on the importance of discipline and its effects on children in our care. Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All employees are responsible for all students in the building at all times.

Employees are expected to follow the following guidelines for discipline:

1. No corporal/physical punishment will be used
2. Set limits on behavior expectations that are developmentally appropriate
3. Be consistent
4. Act with confidence, fairness and patience
5. Praise and encourage good behavior, recognizing that you serve as a role model for appropriate actions.
6. State suggestions or directions in a positive form. Give the child a choice only when you intend to accept the choice.
7. Focus on the child's actions rather than personality. Make the child feel worthwhile and liked.
8. Use a kind, firm voice when disciplining. Use words and a tone of voice that will help the child feel confident and reassured
9. Consequence for misbehavior will be of short duration and be related to the act.
10. Acceptable forms of discipline include moving the child to another play area or giving them a different toy to play with (redirecting), and/or verbally

problem solving with the child using developmentally appropriate language, to help them find solutions to the problem.

**11. Punishment or consequences will not be associated with food, naps or bathroom procedures.**

Remember the goal of discipline is helping the child gain self-control through learning appropriate behavior rather than forcing the child to conform to adult standards. Remember to praise the desired behavior.

### **Dispensing Medication**

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

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

### **Reporting Child Abuse**

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

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

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

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

### **Evaluations**

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

### **Role Model**

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

### **Relationships**

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

### **Private Tutoring**

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

- 1. The teacher may not arrange to provide private tutoring for any child enrolled in the District.**
- 2. The teacher is not to provide private tutoring in a school building.**

3. The teacher is not to provide private tutoring during duty time.
4. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

### **Outside Employment**

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

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

Alliance Public School's Board of Education is committed to providing a quality education for all Grandview Elementary School students consistent with the school's mission statement. Effective, quality instruction by teachers is an essential means of meeting the District's mission of providing a quality education.

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

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

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

### **Instruction in the Curriculum**

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

### **Measuring and Reporting Academic Achievement**

Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results as directed by the Director. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period.

### **Parent-Teacher Conferences**

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

### **Home Visits**

Home visits are an integral part of the Early Childhood Program. Establishing positive relationships with families increases a child's success in the educational environment. Home visits are scheduled with families on an individual basis.

### **Copyright and Fair Use Policy**

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

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

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- The nature of the copyrighted work;

- **The amount and substantiality of the portion used in relation to the copyrighted work as a whole, and**
- **The effect of the use upon the potential market for or value of the copyrighted work.**

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

### **Safety Practices**

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

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

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

### **Accidents**

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

### **Workers Compensation**

**Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork. Article 8 – STATE AND FEDERAL PROGRAMS**

### **Professional Ethics Standards**

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

#### **Preamble**

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

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

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

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

**Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity. In fulfillment of the educator’s contractual and professional responsibilities, the educator:**

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.**

- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.**
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.**
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.**
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.**
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.**
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.**
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.**
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.**
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.**

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

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

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

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

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

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

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

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

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

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

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

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

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

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound

personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

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

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

#### **Notice of Nondiscrimination**

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

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

**Office for Civil Rights Commission (EEOC)  
Employment  
8930 Ward Parkway  
Suite 2037  
Kansas City, MO 64114  
816-268-0550  
FAX: 816-823-1404;800-437-0833**

**The U.S. Equal  
Opportunity  
1801 L Street, N.W.  
Washington, D.C. 20507  
(800)-669-4000;(800)669-6820**

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

#### **Designation of Coordinators**

**Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Alliance Public Schools, 1604 Sweetwater, Alliance, NE 69301, (308) 763-5475.**

#### **Anti-discrimination & Harassment Policy Elimination of Discrimination**

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

#### **Preventing Harassment and Discrimination**

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

**For purposes of this policy, discrimination or harassment based on a person’s race, color, national origin, gender, marital status, disability, religion or age is prohibited. The following are general definitions of what might constitute prohibited harassment.**

**In general, ethnic or racial slurs or other verbal or physical conduct relating to a person’s race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person’s work performance or create an intimidating work, instructional or educational environment.**

**Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.**

**Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment. Sexual harassment may exist when:**

- **Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;**
- **Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;**
- **The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.**
- **Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.**

### **Complaint and Grievance Procedures**

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

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

**The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees,**

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

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

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

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

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

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

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

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

### **Disclosure of Staff Qualifications**

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

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

### **Student Privacy Protection**

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

- 1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;**
- 2. Student surveys, which involve "sensitive" matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to "opt-out" their child from the survey.**  
**Sensitive matters include:**
  - 1. Political affiliations or beliefs of the student or the student's parent;**
  - 2. Mental or psychological problems of the student or the student's parent;**
  - 3. Sex behavior or attitudes;**

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

## **Parental Involvement**

### **General - Parental/Community Involvement in Schools**

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

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

8. Encourage parents to express their concerns, share their ideas and advocate for their child's education.

#### **Homeless Students**

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

#### **Breakfast and Lunch Programs**

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

#### **Confidentiality of Protected Health Information**

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

**Notice of COBRA Continuation Coverage Rights**  
**\*\* Continuation Coverage Rights Under COBRA\*\***

**Introduction**

This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan Document from the Plan Administrator.

The Plan Administrator is the Business Manager, 1604 Sweetwater, Alliance, Nebraska 69301 (308) 762-5475. The Plan Administrator is responsible for administering COBRA continuation coverage.

**COBRA Continuation Coverage**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

Your hours of employment are reduced, or

Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

Your spouse dies;

Your spouse's hours of employment are reduced;

Your spouse's employment ends for any reason other than his or her gross misconduct;

Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or

You become divorced or legally separated from your spouse.

**Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:**

**The parent-employee dies;**

**The parent-employee's hours of employment are reduced;**

**The parent-employee's employment ends for any reason other than his or her gross misconduct;**

**The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);**

**The parents become divorced or legally separated; or**

**The child stops being eligible for coverage under the plan as a "dependent child."**

**Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the employer and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee is a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.**

**The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer to the extent retiree health coverage is provided, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event within 30 days of any of these events.**

**For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.**

**Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event.**

**COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.**

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

#### **Disability extension of 18-month period of continuation coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

#### **Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

#### **If You Have Questions**

If you have questions about your COBRA continuation coverage, you should contact the Superintendent or Plan Administrator or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's web site at **HYPERLINK "http://www.dol.gov/ebsa" [www.dol.gov/ebsa](http://www.dol.gov/ebsa)**.

#### **Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.



