

**Subject Personnel - All Employees**  
**Policy 4002 - Equal Opportunity Employment**

It is the policy of Allen Consolidated Schools to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

Date of Adoption: August 11, 2020

**Subject Personnel - All Employees**  
**Policy 4003: Anti-discrimination, Anti-harassment, and Anti-retaliation**

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

**A. Elimination of Discrimination.**

The Allen Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Allen Public Schools does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Lana Oswald, Director of Student Services, 126 East 5th, Allen, NE 68741 (402) 635-2484 laoswald@allenschools.org.

Employees and Others; Mike Pattee, Superintendent, 126 East 5<sup>th</sup> Street, Allen, NE 68741(402) 635-2484 mpattee@allenschools.org.

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3<sup>rd</sup> Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

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

**1. Purpose:**

The Allen Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled

“Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

## **2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

## **3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

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

### *i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the

District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions

of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

**5. Training:**

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.

- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.  
 Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;  
 Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.  
 Section 504 of the Rehabilitation Act of 1973 (Section 504)  
 Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)  
 Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.  
 Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: 7/12/2021

**Subject Personnel - All Employees**

**Policy 4003.a: Notice of Nondiscrimination**

**Notice of Nondiscrimination**

The Allen Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Lana Oswald, Director of Student Services, 126 East 5th, Allen, NE 68741 (402) 635-2484 laoswald@allenschools.org.



Employees and Others: Mike Pattee superintendent, 126 East 5<sup>th</sup> Street Allen, NE 68741 402-635-2484 [mpattee@allenschools.org](mailto:mpattee@allenschools.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

Date of Adoption: 7/12/2021

**Subject Personnel - All Employees**  
**Policy 4003.a: Notice of Nondiscrimination**

**Complaint Form**  
**Discrimination, Harassment or Retaliation**

The Allen Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:  
Students: Lana Oswald, Director of Student Services, 126 East 5th, Allen, NE 68741 (402) 635-2484  
laoswald@allenschools.org.  
Employees and Others: Mike Pattee superintendent, 126 East 5<sup>th</sup> Street Allen, NE 68741 402-635-2484  
mpattee@allenschools.org.

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

(1) Description of the complaint:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Names of any witnesses to the matter being complained about:  
\_\_\_\_\_  
\_\_\_\_\_

(3) Identify and attach any document supporting the complaint:  
\_\_\_\_\_  
\_\_\_\_\_

(4) Confidentiality: I \_\_\_ do\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_

(5) Relief requested (what I want done in response to this complaint):  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Adoption: 7/12/2021

**Subject: Personnel**

**Policy 4009 - Drug and Substance Use and Abuse**

It is the policy of the [Name] Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

**Section 1 Drug-Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-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 employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.
6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

## **Section 2 Alcohol and Drug Testing**

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

4009 - APPENDIX 1

### ***CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING: FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES AND PROCEDURES, AND EDUCATIONAL MATERIALS***

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

**(A) The persons designated by Allen Consolidated Schools to answer employee questions about these materials are:**

Superintendent of  
Schools Secondary  
Principal

**(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:**

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

**(C) The term "safety-sensitive functions" means:**

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess

- of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the 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;
  - (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
  - (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**(D) Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes:**

1. **Alcohol concentration.**  
No driver shall 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. **Alcohol possession.**  
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**  
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**  
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**  
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post- accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.** No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that

the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

8. **Controlled substances test.**

No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) **The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:**

1. **Pre-employment testing.**

Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.

2. **Post-accident testing.**

(a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:

- (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.

(b) (1) *Alcohol tests.* Shall be administered within two hours following

the accident unless such cannot reasonably be done, and not more than eight hours following the accident.

(2) *Controlled substance tests.* Shall be administered within 32 hours

following the accident.

(c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. **Random testing.**

(a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average

number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.

(b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.

(c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.

(d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

#### 4. **Reasonable suspicion testing.**

(a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).

(b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:

- (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
- (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

#### 5. **Return-to-duty testing.**

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

**(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:**

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

**(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.**

**(H) A "refusal to submit" to an alcohol or controlled substance test includes:**

*Refuse to submit* (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

**The consequences for refusing to submit to an alcohol or controlled substances test are as follows:** A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

**(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:**

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse



professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than

0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

**(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include:** Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

**(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected:** Information will be made available by the counselor to employees upon request.

Date of Adoption: July 11, 2022

**Subject: Personnel**

**Policy 4025: – Professional Boundaries Between Employees and Students**

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school--related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student on social networking sites. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children. Employees shall not friend or follow students on any social networking site.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance - verbal, written, or physical - towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.

- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.
- Discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.
- Discussing another student's or employee's personal matters when it is not appropriate outside of the instructional setting.
- "Grooming," which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District. A staff member seeking an exception must receive advance approval from his or her administrator. If a staff member is unable to communicate with an administrator in advance (such as in the event of an emergency), the staff member must notify the administrator as soon as possible, but not later than 24 hours immediately following the event.

Any person who suspects a District employee of engaging in any prohibited conduct under this policy, including grooming, should contact the Superintendent as soon as practical.

An employee who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

Legal Reference: LB 1080 (2020)

Adopted: December 8, 2020

Reorganized: \_\_\_\_\_

Last Reviewed: \_\_\_\_\_

**Subject Personnel - All Employees**  
**Policy 4026: Prohibition on Aiding and Abetting Sexual Abuse**

Prohibition on Aiding and Abetting Sexual Abuse

A school employee, contractor, or agent of the school district is prohibited from assisting another school employee, contractor or agent in obtaining a new job if the individual knows or has probable cause to believe, that such other employee, contractor, or agent engaged in sexual misconduct with a minor or student in violation of the law.

“Assisting” does not include the routine transmission of administrative and personnel files.

Exceptions to giving such assistance may only be made where the exception is authorized by the Every Student Succeeds Act (for example, where the matter has been investigated by law enforcement and the person has been exonerated and approved by the Superintendent or designee.)

Legal Reference: ESSA sec. 8038, § 8546  
Date of Adoption: 9/12/2016  
Last Reviewed:

**Subject Personnel**  
**Policy 4027: Workplace Privacy Policy**

1. The District will abide by the Nebraska Workplace Privacy Act and will not:
  - a. Require or request that an employee or applicant provide or disclose any username or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;
  - b. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the District in a manner that enables the District to observe the contents of the employee's or applicant's personal Internet account or provides the District access to the employee's or applicant's personal Internet account;
  - c. Require an employee or applicant to add anyone, including the District, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account;
  - d. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions prohibited by the Workplace Privacy Act.
  - e. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

Notwithstanding anything to the contrary, all employees must abide by the District's technology policies, procedures and guidelines, including the District's Internet Use policy and/or practice. Pursuant to the Workplace Privacy Act, the District may also:

- a. Monitor, review, access, or block electronic data stored on an electronic communication device supplied by or paid for in whole or in part by the District or stored on the District's network, to the extent permissible under applicable laws;
- b. Access information about an employee or applicant that is in the public domain or is otherwise obtained in compliance with the Workplace Privacy Act;
- c. Conduct an investigation or require an employee to cooperate in an investigation if the District has specific information about potentially wrongful activity taking place on the employee's personal Internet account, for the purpose of ensuring compliance with applicable laws, regulatory requirements, or prohibitions against work-related employee misconduct;
- d. Any other reason permitted by the Workplace Privacy Act.

Legal Reference:     Laws 2016, LB 821  
Date of Adoption:    9/12/2016  
Last Reviewed:

**Subject: PERSONNEL**

**Policy No. 4028 – Personnel - All Employees Employee Fundraising**

Any employee who directly or indirectly seeks to use their position as a District employee to fundraise (such as through a crowd funding initiative) must obtain prior approval from the Superintendent or Superintendent’s designee before taking any action to fundraise.

An employee who receives permission to fundraise shall abide by the following requirements:

- a. The employee shall inform the Superintendent or Superintendent’s designee of any content (including online messages or requests) that the employee intends to publish.
- b. The employee shall not violate any District policy, rule or law in any fundraising efforts and shall keep all student information confidential.
- c. The employee must account for any money raised through the approved fundraising effort and shall provide evidence to the Superintendent or Superintendent’s designee as to how the money was spent.

District employees who engage in fundraising efforts in their private capacities need not abide by this policy.

**Subject Personnel - All Employees**  
**Policy 4030: Wage Information**

The District will not terminate or retaliate against any employee for inquiring about or sharing compensation information for the purpose of determining whether the District gives equal pay for equal work. However, an employee with authorized access to wage information as part of their job function, who discloses the wages of other employees to those who do not have authorized access to other employees' compensation information, may be disciplined for such disclosure, up to and including termination, unless the disclosure is made in response to a complaint or investigation proceeding, hearing or other similar action.

Date of Adoption: 10/10/2019  
Last Reviewed:

**Subject Personnel - All Employees**  
**Policy No. 4031 – Injury Leave**

A District employee who believes that they have been physically injured within the employee's scope of employment by another individual who intentionally, knowingly, or recklessly causes bodily injury to such employee must report such injury to the employee's administrator as soon as practical. An administrator will then investigate the circumstances to determine if the employee qualifies for paid injury leave. The employee may be required to provide confirmation from a physician regarding the causation and the period of time for which an employee is unable to work. If the administrator determines that the employee qualifies for paid injury leave, then the employee will receive up to seven calendar days of paid injury leave to cover the amount of time that the employee was otherwise scheduled to work. Such paid injury leave will not count against the employee's other available leave.

If the administrator determines that the employee does not qualify for paid injury leave, then the employee may be required to use other available leave. There is no appeal process for an employee who has been denied a request for paid injury leave.

Legal Reference: LB 1186 (2020)  
Date of Adoption: December 8, 2020  
Last Reviewed: \_\_\_\_\_



**Subject: Personnel**  
**Policy No. 4033 – Equal Employment Opportunity**

The Allen Consolidated Schools shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunities to all employees and applicant for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district shall take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district’s established equal employment opportunity and affirmative action policies. Employees shall be given notice of this policy annually.

The superintendent of schools shall act as the affirmative action coordinator. The affirmative action coordinator shall have the responsibility for drafting the affirmative action plan. The affirmative action plan shall be reviewed by the board at least every two years.

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

Advertisements and notices for vacancies within the district shall contain the following statement: “The Allen Consolidated Schools is an equal employment opportunity/affirmative action employer.” or EOE. The Statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, shall be directed to the Affirmative Action Coordinator by writing to the Affirmative Action coordinator, Superintendent of Schools, Allen Consolidated Schools, P. O. Box 190, Allen, Nebraska, 68710 or by telephoning 402-635-2484.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, 10220 North Executive Hills Boulevard 8<sup>th</sup> Floor, Kansas City, MO 64153-1367, (816) 880-4200 or the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, j5th Floor, P.O. Box 94394, Lincoln, NE 68509-4934, (402) 417-2024 or (800) 642-6112.

This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district’s central administration office.

Adopted: 1-9-2006  
Reorganized: August 11, 2020  
Last Reviewed:

**Subject: Personnel**  
**Policy No. 4020 - Drug & Alcohol-Free Workplace**

**Drug Free School & Community Policy**

Allen Consolidated Schools, Dixon County School District No. 70, is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the District unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

It is unlawful and, therefore, absolutely prohibited for any employee of the District to engage in the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. If the employee is convicted of a Felony, on or off school property, the employee is subject to termination.

**Definitions**

As used in this policy, prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities shall mean, but not be limited to the following:

- The possession, use, or distribution of any substance which is declared by the state of Nebraska or any other applicable law to be an illicit substance.
- The possession, use, or distribution of alcohol on school premises or as a part of any of the school's activities.

The term "**school premises**" shall mean any property whether owned, leased, or in other manner under the control of the Board of Education of the district.

The phrase "**as a part of any of the school's activities**" shall mean any activity or enterprise carried out in whole or in part under the auspices of the District.

**Procedures:**

- All employees and each new employee will receive a copy of this policy.
- Each employee will acknowledge receipt of this policy and will sign such form acknowledging receipt and acknowledging the District's policy of absolutely prohibiting conduct as set forth in this policy, and further acknowledging that serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution for any failure to comply with the above-stated standards of conduct and further acknowledging that such compliance is mandatory, and further acknowledging that this policy is adopted pursuant to P.L. 101-226, 34 C.F.R., Part 86, and other applicable statutes, and will further acknowledge that failure to comply with such federal requirements may put the District's receipt of federal funds in jeopardy.
- In the event the employee does not understand the terms and conditions of this policy, it shall be the duty of the employee to ask for such points of clarification at the time this policy is distributed to the employee.

If no question is directed by an employee to the Superintendent of Schools, it shall be the legal position of the District to presume that the employee has understood and will abide by this policy.

In the event of any non-compliance by any employee with this policy, it shall be the duty of the Superintendent of Schools to inform any employee not in compliance about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to employees within fifty (50) miles of the administrative offices of the District. If no such programs are available within 50 miles, then such other programs as may exist in the State of Nebraska shall be made known to such employee. The Superintendent shall maintain a list of such available services and shall, from time to time, update such list.

Sanctions which may be taken against an employee for non-compliance with this policy may be any one or more of the following:

- An oral reprimand.
- A written reprimand.
- Suspension with pay.
- Suspension without pay.
- Termination of employment.
- Cancellation of employment.
- Non-renewal of employment.
- Referral to appropriate authorities for criminal prosecution.
- Mandatory enrollment in in-patient care or otherwise as a term and condition to any continuing employment by the District.
- Mandatory enrollment in any training programs that are or may be provided by the District or others relating to any of the activities prohibited by this policy.

Disciplinary action sought to be imposed by the Superintendent shall be carried out in accordance with the established policies of the District. However, nothing in this policy shall be construed to vest any right in any employee beyond that required by law and the manner in which each case shall be handled shall be in the sole discretion of the Superintendent, subject to the Superintendent's approval, provided only that such action shall be carried out within the bounds of applicable law.

Conviction of an employee of the District of any criminal statute relating to the unlawful use, possession, or distribution, of any controlled substance or alcohol, may result in disciplinary action being taken against such employee. When such conviction shall come to the attention of the Superintendent or other official of the District, any employee convicted as above described may be disciplined in any manner provided by statute, the contract of the employee, any existing policy of the District or any other applicable body of law. The term "applicable body of law" shall mean, but shall not be limited to state and federal statutes, state and federal regulation, and any applicable case law.

As an alternative to discipline or as a concurrent requirement to the disciplinary action less severe than the maximum disciplinary action that may be carried out against an employee as referred to in the immediately preceding paragraph, the District, by and through its Superintendent or his/her designee may suggest but not require the employee to successfully finish a drug abuse program. The term "drug abuse program" shall mean a drug abuse program sponsored by an approved private or governmental institution. The Superintendent may suggest but not require the employee to provide the Superintendent written documentation that the employee has successfully finished such program. If aftercare is recommended by such institution, then the Superintendent in his/her sole discretion may suggest but not require the

employee to enroll in such aftercare program and to participate in a manner satisfactory to the provider of such aftercare program. The Superintendent may require an employee to participate in aftercare in the same manner and under the same terms as may be required by the Superintendent or his/her designee. The Superintendent may require ongoing reporting of such participation as a term and condition of continuing employment by such employee at the District.

It shall be the policy of the District to require an employee who has been charged or convicted of a violation of any statute as hereinabove referred to in this policy to report such charge or conviction to the Superintendent. Any information received pursuant to this policy may be used in any lawful manner. Any employee having concerns about an admission hereunder constituting self-incrimination shall bear the burden of seeking his or her own legal advice regarding any such potential self-incrimination.

Adopted: \_\_\_\_\_  
Reorganized: 1-11-2006  
Last Reviewed: 1-11-2006

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4111 - Recruitment & Selection**

Candidates for teaching positions will be sought from many teacher training institutions. Initial screening shall be based on written applications. Further screening shall be accomplished through contacting immediately past administrative supervisors and interviewing candidates. It is highly desirable that candidates visit the school system before their final selection is made.

Adopted: \_\_\_\_\_  
Reorganized: 1-11-2006  
Last Reviewed: 1-11-2006

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4111.2 - Legal Status Requirement**

**Qualifications**

All teachers must be properly certificated for their level of instructional responsibility and must possess the basic preparation in any subject area taught. A complete official transcript of credits must be filed in the Superintendent's Office. The teaching certificate must also be registered in the Office of the Superintendent before the teacher will receive his/her 1st salary payment. As additional training is completed the teacher should obtain current transcripts and file them in the Superintendent's Office.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-11-2006

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4112 - Appointment and Conditions of Employment**

**Duties and Responsibilities**

Each teacher shall operate within the framework of existing buildings and school district policies, rules and regulations. He/she shall be directly responsible to his/her building principal and shall seek his/her assistance as needed. Teachers are expected to participate in all general and special faculty meetings unless otherwise excused by their administrator. Teachers who anticipate their personal absence from their duties shall notify their building administrator as soon as possible.

**Employment of Teachers Residing Outside the School District**

The employment of teachers who reside out of the district is authorized but such teachers shall be hired on the basis that deduction shall be made from their salary for absences due to weather or road conditions and such deduction shall be based on the number of days of service contained within the teacher's contract. These teachers will be expected to attend faculty meetings and school events to the same degree as resident teachers. Teachers will be expected to attend pre-school and post-school workshops and reporting days as determined by the Superintendent of Schools.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-11-2006

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4112.1 - Contracts**

Recommendations for dismissal of teachers shall be made by the Superintendent to the Board of Education on or before the regular April meeting of the Board. Teachers whose contracts are renewed shall sign the new contract within 7 days from the time which they receive notification of employment for the ensuing school year. Failure to sign the contract within 15 days is conclusive proof that a teacher does not wish to continue in the employment of the school district and employment will thus be terminated at the close of the current year of employment. The teacher shall be notified on or before April 15th of the contractual year of any condition which may cause the Board of Education to terminate or amend his contract for the ensuing school year. He/she shall have the opportunity for a hearing before the Board of Education under the conditions outlined in State Law 79-1254. Any teacher not employed for the ensuing year shall receive legal notice of this action as soon as conveniently possible. This notification shall contain the reason(s) for the termination of the contract. All instructional staff (probationary or permanent) will be issued contracts for the up-coming school year.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-11-2006



**Subject: Personnel – Certificated (Teachers)**

**Policy No. 4114 - Transfers**

Assignments will not be made solely on the basis of tenure personal preference.

Assignments will be made to meet the needs of the students of the school system.

Assignments will be made by the administration, with the approval of the Board of Education.

All attempts will be made to make assignments as early in the year as possible for the following year.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-11-2006

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4115 - Evaluation/Supervision**

Chapter 34  
Teachers Evaluation Policies and Procedures

**Purpose**

The purpose of Teacher Evaluation at Allen Consolidated School is to promulgate superior teacher performance, thereby insuring a superior educational environment for all students enrolled at said institution. And, to provide a vehicle whereby an instructor may communicate their professional opinion and evaluation of his teaching environment. (004.01A)

**Criteria for Teacher Evaluation**

All teachers will be evaluated in four major areas:

- Instructional Performance:
- Classroom Organization and Management:
- Professional Conduct:
- Personal Conduct:

The evaluation instrument will contain the following major areas and will be scored on a strength, acceptable, needs improvement, unsatisfactory, and not observed scale: 1) Classroom Management, 2) Learning Environment, 3) Planning and Organization, 4) Evaluation of Student Performance, 5) Self Evaluation, 6) Professional Growth, 7) Teacher Relationships, 8) Methods and Techniques, and 9) Goals.

**Evaluation Process**

All employed non-tenured certified personnel will receive a minimum of two professional observations per year (once each semester) of at least one full class period. The observations will include an actual material presentation, audio-visual presentation, in-class study, assistance time and student monitoring assignments.

All employed tenured certified personnel will receive a minimum of three professional observations of at least one full period over a three year cycle. The observations will include an actual material presentation, audio-visual presentation, in-class study Assistance time and student monitoring assignments.

Probationary teachers will receive an additional evaluation, in like fashion, by an administrative assistant or principal, should such a person be employed by the District in an administrative capacity and possess a valid Nebraska Administrative Certificate.

Additional observations and evaluations may be conducted by the Administration when deemed necessary by said Administration, or requested by the Board of Education. (004.01B2)

Documentation, Every phase of the evaluation process will be documented as follows:

- Time and date.
- Professional situation.
- Procedures taken. (004.01B3)

### Communication Regarding Professional Performance Deficiencies:

- Any performance deficiencies noted during the evaluation process will be so communicated to the instructor in writing, followed by a professional conference between the evaluator and the instructor involved.
- Means to correct deficiencies will be outlined in writing.
- The instructor so informed of deficiencies will be given a total twenty teaching days to correct noted deficiencies: the time period will be followed by a repeat professional evaluation. (004.01B4)

### Teacher Response

Allen Consolidated School will employ a standard evaluation form for all teacher evaluations; said form will be signed by the evaluated teacher, proving only that the evaluation was conducted; the teacher's signature is to attest to the authenticity of the physical facts and documentations; the signature will not mean that the teacher agrees to the evaluation opinions of the evaluator; this will be so noted on the form.

All teachers will be informed, in writing, that they have a right to respond in writing to any negative evaluation opinion. Response must be within 20 teaching days of receipt of the evaluation. (004.01B5)

### Evaluation Training

All evaluating Administrators employed by Allen Consolidated School will periodically attend evaluation workshops conducted by the State Department of Education, or other educational agencies and organizations in the State of Nebraska.

In addition, all teachers will be given opportunities to themselves evaluate the evaluation process, adding input to be considered for addition to the local policy. (004.01B6)

### Annual Communication of the Evaluation Process to Personnel Subject to Evaluation:

All teachers, at the workshop sessions prior to the beginning of the school term will receive copies of the adopted Evaluation Policy; any alterations in policy during the term will be given, in writing, to each teacher. The entire procedure will be explained by the Superintendent to all teachers in a workshop session prior to the school term. (004.01B7)

### Certificates

All evaluating personnel will have valid Nebraska Administrative Certificates.

It is mandated that all evaluators attend professional workshops to remain current on techniques and laws governing professional evaluations.

All completed evaluations, and communications relating thereto, will be privileged communications between the teacher evaluated and the evaluating Administrator. The evaluations may be perused by the members of the Board of Education in Executive Session only. The evaluation may be viewed in Public Session only at the request of the evaluated teacher for Public Hearing. (004.02)

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006

**Subject: Personnel – Certificated (Teachers)**

**Policy No. 4117.2 - Resignations**

Permission to resign will be granted the employee under contract only if a suitable replacement is found. The suitability of the replacement is determined by the Superintendent and the Board of Education. The Superintendent and the Board of Education will consider each such request individually. Teachers who resign during the school year will receive the unpaid portion of their earned salary on the next payment date if there is sufficient money to take care of this without depriving any other person or creditor of money due them.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-200

**Subject: Personnel – Certificated (Teachers)**

**Policy No. 4117.3 - Personnel Reduction**

**Reduction in Force**

Reduction in certificated staff which may be required due to decreasing enrollments, budget limitations, program changes or other factors will be accomplished, when possible through the normal procedures of resignations, retirement, or other usual methods of attrition of staff. If it becomes apparent that the necessary staff reductions may not be accomplished through the usual attrition of staff the Superintendent will recommend to the Board of Education the name of the individuals to be terminated under the reduction in force provisions of Nebraska State Law, Section 79-846 – 849. The selection of personnel for termination shall be with consideration given to:

- programs to be offered
- areas of certification and endorsement which may be required to maintain accreditation.
- performance skills
- state and federal regulations which may mandate certain employment practices and
- special qualifications which may require specific training and/or experience.
- contribution to the school’s activity program.

These qualifications shall include the staff member's training for and willingness to assume extra responsibilities in coaching and sponsorship of special programs offered by the school district. Those employees who have been terminated through a reduction in force shall be considered "released with honor" and will be offered reemployment within the district for a period of up to two years following the date of termination when vacancies occur for which they are qualified. If such a vacancy occurs the terminated employee shall be notified of this vacancy within 60 days following the date of the available information and shall with 15 days following the notification notify the Superintendent of schools in writing of his/her willingness to accept the new assignment. Terminated employees who are interested in reemployment shall keep the Superintendent's Office fully informed regarding their current address at all times. At reemployment the employee shall resume the position on the salary schedule that is dictated by his/her experience and training except that the length of time represented by the break in service shall not be included as service with the district.

Adopted: \_\_\_\_\_

Reorganized: 2000

Last Reviewed: 1-9-2006

**Subject: Personnel**  
**Policy No. 4119.11 – Harassment by Employees**

Harassment of employees, students, volunteers or visitors will not be tolerated in the Allen Consolidated Schools. The Allen Consolidated Schools includes school district facilities, school district property, or property within the jurisdiction of the school district; while on school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district.

Harassment includes, but is not limited to racial, religious, national origin, marital status, disability and sexual harassment. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the administration or board.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, education, or participation in school programs or activities;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting such individual's employment or education; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or learning environment.

Sexual harassment as set out above, may include, but is not limited to the following:

- verbal or written harassment or abuse, or unwelcome communication implying sexual motives or intentions;
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;
- unwelcome touching;
- unwelcome and offensive public sexual display of affection;
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

Harassment on the basis of race, creed, color, religion, national origin, marital status or disability means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly a term or condition of a student's education or of an individual's participation in school programs, activities or employment;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonable interfering with an individual's performance or
- creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- verbal, physical or written harassment or abuse;
- repeated remarks of a demeaning nature;
- implied or explicit threats concerning one's grades, achievements, etc.;
- demeaning jokes, stories, or activities directed at an individual.

Employees, students, volunteers or visitors who believe they have suffered harassment shall report such matters to the administration for harassment complaints. However, claims regarding harassment may also be reported to the President of the Board of Education for harassment complaints.

Upon receiving a complaint, the investigator/administration shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the administration to promptly and reasonably investigate claims of harassment and take such final action as appropriate. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

No one shall retaliate against an employee or student because they have filed a harassment complaint, assisted or participated in a harassment investigation, proceeding, or hearing regarding a harassment charge or because they have opposed language or conduct that violates this policy. This policy should be used when an employee is the alleged harasser or the alleged victim. It is strongly recommended that an independent investigator of the opposite sex of the administrator be used to assist in investigating the alleged harassment.

The administration shall be responsible to organizing training programs to educate employees, students and others involved with the school district about harassment and the school district's policy prohibiting harassment. The training shall include how to recognize harassment and what to do in the case of an individual is harassed.

Adopted: 1-9-2006

Reorganized: \_\_\_\_\_

Last Reviewed: \_\_\_\_\_

**HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of Complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Description of misconduct: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evidence of harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge,

Signature: \_\_\_\_\_

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



**WITNESS DISCLOSURE FORM**

Name of witness: \_\_\_\_\_

Position of witness: \_\_\_\_\_

Date of testimony interview: \_\_\_\_\_

Description of instance witnessed: \_\_\_\_\_

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

Any other information: \_\_\_\_\_

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

I agree that all of the information of this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

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

**Subject: Personnel**  
**Policy No. 4119.12 – Harassment Investigating and Reporting**

Harassment of employees and students will not be tolerated in the school district.

Harassment is a violation of school district policies, rules and regulations and, in some cases, may also be a violation of criminal or other laws. The school district has the authority to report employees and/or students violating this rule to law enforcement officials.

Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the administration or board.

Individuals who feel that they have been harassed by employees, board members, administrators, parents, vendors or others doing business with the school district should communicate to the harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual needs assistance communicating with the harasser, he/she should ask a teacher, counselor or administrator to help.

**Complaint Procedure**

An employee or student who believes that they have been harassed shall notify the district administrator. The administrator/investigator may request that the employee or student complete the Harassment Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. Information received during the investigation shall be kept confidential to the extent possible.

The administration has the authority to initiate a harassment investigation in the absence of a written complaint.

**Investigation Procedure**

The investigator shall reasonably and promptly commence the investigation upon receipt of the complaint. The investigator shall interview the complainant and the alleged harasser. The alleged harasser may file a written statement refuting or explaining the behavior outlined in the complaint. The investigator may also interview witnesses as deemed appropriate.

**Resolution of the Complaint**

The administration will complete the next step in the investigation

Adopted: 1-9-2006  
Reorganized: \_\_\_\_\_  
Last Reviewed: \_\_\_\_\_

**Subject: Personnel – Certificated (Teachers)**

**Policy No. 4119.22 - Appropriate Dress**

Many items in education are left to the discretion of the professional educator. With this in mind it should suffice to say that teachers should dress in a professional manner. If necessary individual conferences will be held to point out some professional guidelines.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006

**Subject: Personnel – School Employees**  
**Policy No. 4119.4 – Child Abuse Reporting**

Any school employee shall make an oral report by telephone to the local law enforcement authorities or the Department of Health and Human Services when that employee has reasonable cause to believe that a child has been subjected to abuse or neglect or observes a child being subjected to conditions or circumstances which reasonable would result in abuse or neglect.

“Child abuse” is defined 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. Placed in a situation to be sexually exploited by allowing, encouraging, or forcing such minor child to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, film or depictions; or
5. Placed in a situation to be sexually abused as defined in Neb. Statutes 28-319 or 28-320.01.

The oral report shall include the caller’s name and address. The oral report will be followed by a written report that shall include to the extent available, the following:

1. The employee’s name and address;
2. The address and age of the abused or neglected child;
3. The address of the person(s) having custody of the child;
4. The nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect.
5. Any evidence of previous abuse or neglect, including the nature and extent; and
6. Any other information which in the opinion of the person making the report may be helpful in establishing the cause of such abuse or neglect and the identity of the perpetrator(s).

Any person making such a report as required by law will be immune from any civil or criminal liability, except for in the case of making maliciously false statements.

Failure to make such a required report, or knowingly releasing confidential information other than as permitted by law will result in a Class III misdemeanor.

It is not the responsibility of employees to prove that a child has been abused or neglected. Employees should not take it upon themselves to investigate the case or contact the family of the child. The Department of Health and Human Services is responsible for investigating the incident of alleged abuse.

Adopted: 1-9-2006  
Reorganized: \_\_\_\_\_  
Last Reviewed: \_\_\_\_\_

**Subject: Personnel – School Employees**

**Policy No. 4119.41 – Abuse of Students by School District Employees**

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of the policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The superintendent may appoint an investigator and alternate investigator of opposite sexes. The investigator will pass the findings on to the superintendent who will complete any further investigations as deemed necessary and take appropriate final action. The names of the investigators shall be listed in the student handbook, published annually in the local newspaper and posted in all school facilities.

**Definition of Physical Abuse**

Physical abuse is non-accidental physical injury to the student as a result of the action of an employee. Injury occurs when evidence of it is still apparent at least twenty-four hours after its occurrence. The following do constitute physical abuse, and no employee is prohibited from:

1. Using reasonable and necessary force, not designated or intended to cause pain:
  - a) To quell a disturbance or prevent an act that threatens physical harm to any person.
  - b) To obtain possession of a weapon or other dangerous object within a pupil's control.
  - c) For the purposes of self-defense or defense of others as provided for in Neb. Statute 28-1409 and 1410.
  - d) For the protection of property as provided for in Neb. Statute 28-1411.
  - e) To remove a disruptive pupil from class, or any area of school premises or from school-sponsored activities off school premises.
  - f) To prevent a student from the self-infliction of harm.
  - g) To protect the safety of others.
2. Using incidental, minor, or reasonable physical contact to maintain order and control. In determining the reasonableness of contact or force used, the following factors shall be considered:
  - a) The nature of the misconduct of the student, if any precipitation the physical contact by the school employee.
  - b) The size and physical condition of the student.
  - c) The means or device used in making the physical contact.
  - d) The motivation of the school employee in initiating the physical contact.
  - e) The extent of the injury to the student resulting from the physical contact.

“Reasonable force” is that force and no more which a reasonable person, in like circumstances, would judge to be necessary to prevent an injury of loss and can include deadly force if it is reasonable to believe that such force is necessary to avoid injury or risk to one's life or safety or

the life or safety of another, or it is reasonable to believe that such force is necessary to resist a like force or threat.

### **Definition of Sexual Abuse**

Sexual abuse is defined as including sexual acts involving a student, acts that encourage the student to engage in prostitution, inappropriate, intentional sexual behavior or physical manifestations of sexual harassment by the employee toward a student. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a term of condition of the student's education or benefits.
2. Submission to or rejection of the conduct is used as the basis for academic decisions affecting that student; or
3. The conduct has the purpose or effect of substantially interfering with a student's academic performance by creating an intimidating, hostile or offensive education environment.

### **Complaint Procedure**

An individual who believes he/she has been abused shall notify the district administrator. The administrator may request that the individual complete the Abuse Complaint form. Information received during the investigation shall be kept confidential to the extent possible.

The administration or investigator has the authority to initiate a harassment investigation in the absence of a written complaint. The investigator shall have access to the educational records of the student and access to the student for purposes of interviewing the student about the report.

When abuse is reported, the administrator or investigator shall make copies of the report and give a copy to the person filing the report and the student's parents. The employee named in the report shall not receive a copy of the report until the employee is initially interviewed.

The administrator or investigator shall use discretion in handling the information received regarding an investigation of abuse by an employee, and those persons involved in the investigation shall not discuss information regarding the complaint outside the investigation. The entire investigative procedure will be thoroughly explained, including the confidential nature of the proceedings, to the student and other persons involved in the investigation.

The administrator or investigator shall notify the parent, guardian or legal custodian of a student in pre-kindergarten through grade six, of the date and time of the interview and the right to be present or to see and hear the interview or send a representative in the parent's place. The administrator or investigator shall interview the student as soon as possible, but in no case later than five days from the receipt of a report or notice of the allegation of sexual abuse. The investigator may record the interview electronically.

It is the responsibility of the administrator or investigator to determine whether it is more likely than not that an incident took place between the employee and the student. If the investigator believes the employee committed a sex act with a student or sexually exploited a student, the investigator shall defer the investigation and immediately notify law enforcement officials, the student's parents and the person filing the report.

The designated investigator shall not interview the school employee named in a report of abuse until after a determination is made that jurisdiction exists, the alleged victim has been interviewed and a determination made that the investigation will not be deferred.

If the investigator determines an incident occurred, while not an illegal sex act with a student or sexual exploitation of a student, but where the employee engaged in inappropriate, intentional sexual behavior, further investigation is warranted. If further investigation is warranted, the investigator may proceed to interview the employee and other individuals who may have knowledge of the circumstances contained in the report. Prior to interviewing other individuals who may have knowledge of the circumstance contained in the report, the investigator shall provide notice of the impending interview of student witnesses or the student who is in pre-kindergarten through grade six, to their parent, guardian, or legal custodian, and may provide notice to the parent or guardian of older students, prior to interviewing those students.

Within five days of receipt of an investigable report, the investigator shall complete an informal investigation. The informal investigation shall consist of interviews with the student, the employee and others who may have knowledge of the alleged incident. If the investigator determines that the allegations in the report are founded and that immediate and professional investigation is necessary, the investigator may defer further investigation and contact appropriate law enforcement officials, the student's parents and the person filing the report.

Within fifteen days of receipt of the report, the investigator shall complete a written investigative report, unless the investigation was temporarily deferred. The written investigative report shall include:

1. The name, age, address of the student named in the report.
2. The name and address of the student's parent or guardian and the name and address of the person filing the report, if different from the student's parent or guardian.
3. The name and work address of the employee named in the report as allegedly responsible for the abuse of the student.
4. An identification of the nature, extent and cause, if known, of any injuries or abuse to the student named in the report.
5. A general review of the investigation.
6. Any actions taken for the protection and safety of the student
7. A statement that, in the investigator's opinion, the allegations in the report are either:
  - Unfounded. (It is not likely that an incident, as defined in district rules, took place), or
  - Founded. (It is likely that an incident took place.)
8. The applicability of exceptions to the investigated incident, or reason for the contact or force used.
9. A statement that, in the investigator's opinion, any physical contact that occurred was:
  - Appropriate. (Actions invoking a disciplinary process as defined in district rules), or
  - Inappropriate. (Actions not requiring any disciplinary process).
10. The disposition or current status of the investigation and recommendations regarding the need for further investigation.
11. A listing of the options available to the parents or guardian of the student to pursue the allegations. These opinions include, but are not limited to:
  - Contacting law enforcement officials.
  - Contacting private counsel for the purpose of filing a civil suit or complaint.
  - Filing a complaint with the Nebraska Professional Practices Commission if the employee is a certificated employee.

The investigator shall retain the original and provide a copy of the written investigative report to the school employee named in the report, the administration and the student's parent or guardian. The person filing the report, if not the student's parent or guardian, shall be notified only that the investigation has been concluded and of the disposition of anticipated disposition of the case.

If the investigator's report or law enforcement officials conclude the case involved founded physical or sexual abuse by a certificated employee, or the employee admits the violation, or the employee has surrendered the employee's certificate or license, the administration shall file a complaint on behalf of the district with the Nebraska Professional Practices Commission. The administration shall also arrange for counseling services for the student if the student or the student's parents request counseling services. Information of unfounded abuse shall not be kept in the employee's personnel file.

Complaint, witness forms attached.



**ABUSE COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of Complaint: \_\_\_\_\_

Name of alleged abuser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_

Description of misconduct: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evidence of abuse, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge,

Signature: \_\_\_\_\_

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

**WITNESS DISCLOSURE FORM**

Name of witness: \_\_\_\_\_

Position of witness: \_\_\_\_\_

Date of testimony interview: \_\_\_\_\_

Description of instance witnessed: \_\_\_\_\_

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

Any other information: \_\_\_\_\_

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

I agree that all of the information of this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

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

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4121 - Temporary/Substitute Personnel**

**Substitute Teachers**

Substitute teachers shall have properly registered teaching certificates which qualify them for their teaching assignment. Substitute teachers will be paid an amount determined each year by the Board of Education. If a substitute teacher's continuous service for the same teacher extends beyond 10 consecutive days, the substitute's pay will be adjusted, on a retroactive basis, to an amount equal to the full daily salary of a beginning baccalaureate degree teacher.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4131.5 - Professional Growth**

Section 79-12,113 RRS, which became law September 1, 1982, mandates that teachers and administrators give evidence of professional growth as follows:

"Every six years permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth, or in the alternative, such other activities as are approved by the school board, which may include, but are not limited to, educational travel, professional publications, or work on educational committees."

**Professional growth period:** refers to the six year period during which a permanent certificated employee is required to give evidence of professional growth. For persons attaining permanent/tenured status after September 1 of the year in which status was attained and each 6 year period thereafter shall constitute the applicable professional growth period.

**College credit:** Six hours of college credit, graduate or undergraduate, earned during any professional growth period, shall be accepted as evidence of professional growth. Grade slips or a transcript of credits earned shall serve as evidence of credit earned; shall be filed with the superintendent or his designee, and shall be maintained in the employee's personnel file.

**Applicability to the salary schedule:** Credit hours earned to complete the professional growth requirement shall be applicable for movement on the salary schedule if such hours meet existing criteria for salary advancement set forth in the negotiated agreement and/or board policy.

**Other professional growth activities:** Evidence of professional growth may also be demonstrated by earning twenty-four (24) professional growth points per six (6) year period by completing any combination of activities as set forth below. The required twenty-four (24) points may be earned in a single year or over a period of six (6) years.

Any change in the number of professional growth points required, the types of activities allowed for purposes of professional growth, or any limitations as to the applicability of activities following the adoption of these provisions shall not be retroactive with regard to work already begun. Implementation of any changes in professional requirements shall be in such a manner as to cause no penalty to those staff members who are currently working on professional growth requirements for their present professional growth period. All professional growth activities earned pursuant to these provisions shall be accepted by the Board of Education as evidence of professional growth.

**Professional growth activities**

Listed below are the activities for which growth points may be earned.

**Formal class work**

College or university credit (one semester hour equals four (4) points).

Technical community college credit (one semester hour equals four (4) points).

College credit earned in specialized areas, i.e. foreign language institutes, business schools, etc. (one semester equals four (4) points).

Auditing a college class (one semester hour equals two (2) points).

### **Professional Meetings and Activities**

Curriculum conferences and conventions (one (1) point per day).

Workshops either school district designed or externally sponsored (one (1) point per one-half day or two hour minimum session).

Service on Nebraska Department of Education Advisory Committee school or college accreditation teams, the Nebraska Council on Teacher Education, the Professional Practices Commission or other professionally related commissions or committees (one (1) point per day).

Service on district curriculum committees or board or administrative advisory committees (one (1) point per three (3) hours of committee work).

Demonstrations teaching and/or presenting in-service programs to colleagues within or without the district (one (1) point per half (1/2) day of in-service presentation).

School visitation (one (1) point per day).

University or college teaching (four (4) points per semester hour taught).

Exchange teaching, domestic or foreign (one (1) semester equals six (6) points).

Supervision of student teachers (two (2) points per student teacher per nine (9) weeks).  
semester

Teaching summer school or adult education (one (1) per class taught).

### **Other Activities as Approved**

Research and Curriculum Development: District or classroom-related research, production of curriculum materials or learning packets, completion of a thesis, dissertation, or collaboration with a research project (four (4) points per activity).

Service as an appointive or elective officer of a professional organization (two (2) points per year).

Contributions to professional journals and other educationally-related publications (three (3) points).

Summer employment related to professional assignment or work such as summer school, library work, summer tutor work, teaching college class in summer (four (4) points).

**Approval and verification of professional growth activities other than college hours** Within five (5) days of attending or participating in a professional growth activity, the employee shall notify the superintendent or his designee of the employee's participation in that activity by completing a Professional growth Activity Form. Unless notified to the contrary, in writing, within five (5) days, this activity will be considered approved. Any activity requiring absence from school during a school or contract day shall be governed by the professional and personal leave policies of the District. Summer notification depending on administrator being home. Any activities which may qualify for growth point credit which were completed during summer must

be reported to Superintendent or designee the first week of school. A pro-professional growth activity form listing activity may be submitted to Superintendent to gain administration approval of activity.

Review of professional growth status: Records of professional growth activities shall be maintained in the employee's personnel file. At the start of each school year, each employee shall be notified in writing regarding the status of his/her professional growth status and the remaining points to be earned during that professional growth period.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 2006

**Subject: Personnel – Employees**  
**Policy No. 4133 - Communication with Employees**

Substitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for fifteen (15) consecutive school days, such substitute teacher shall be paid on a per diem rate applying the salary schedule in place for certificated teachers for the school district based upon the substitute teacher's level of educational attainment and years of teacher experience. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers. The Superintendent, or Superintendent's designee, is hereby authorized on behalf of the District to execute any necessary documents to assist a substitute teacher to secure a local substitute teaching permit.

Adopted: \_\_\_\_\_ July 11, 2022  
Reorganized: \_\_\_\_\_  
Last Reviewed: \_\_\_\_\_

**Subject: Personnel – Certificated (Teachers)**

**Policy No. 4144 - Grievance**

**Purpose**

The purpose for which these grievance procedures are established are:

- To reduce the potential areas of conflict among teachers, administrators, and the Board of Education.
- To provide communication through recognized channels among administrators, teachers, the Association and the Board of Education.
- To develop improved morale and effectiveness of teachers.

**Definition of Terms**

"**Grievance**" shall mean a claim based upon an event or condition which affects the terms and conditions of employment of a teacher, or a group of teachers and/or the interpretation, meaning, or professional negotiations contracts of the school district.

"**Aggrieved Person**" shall mean the teacher or teachers stating the grievance, or the association making the claim.

"**Association**" shall mean the Allen Education Association.

"**Party of Interest**" shall mean the aggrieved person and any other person who might be required to take action, or against who action might be taken, in order to resolve the claim.

"**Time Limits**" shall refer to teacher working days except when the grievance is submitted after the end of the working year. The time limits shall refer to all week days Monday through Friday. The number of days indicated at each level to be considered maximum and every effort should be made at all levels to expedite the process. Failure of the aggrieved person to comply with the time limits contained in this procedure shall constitute a waiver of right of appeal to the next step.

**Grievance Meetings or Hearings**

All meetings and hearings under this procedure up to and including only the administration's representative, the aggrieved person, and his designated representative. All parties shall have the right to record the proceedings of any hearing or meeting at all levels of this procedure, and are encouraged to do so. Hearings before the board shall be open or closed, at the discretion of the aggrieved person(s) and pursuant to law.

**Rights of Teachers to Representation**

Any party in interest may be represented at all stages of the grievance procedure by a representative of the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure. When in the view of the Association a grievance affects a class or group of teachers, the Association may file such grievance at Level 2 of this procedure.

**Procedures:**

**Level 1**

If a teacher believes that he/she has a grievance, he/she shall first discuss the matter with his/her principal in an effort to resolve the problem.

The Aggrieved Person may have a representative of the Association assist him in efforts to resolve the problem informally with the Principal.



## Level 2

### **STEP ONE**

If an Aggrieved Person is not satisfied with the disposition of his/her case, or if no decision has been rendered following five school days after stating the grievance in the informal procedure, he/she may submit his/her claim within seven school days as a formal grievance in writing, to his/her Principal.

The Principal shall, within five school days, render his/her decision and the reason therefore in writing to the Aggrieved Person with a copy to the Association and the Superintendent.

### **STEP TWO**

If the Aggrieved Person is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within five school days after the presentation of the grievance in writing, he/she may within seven school days appeal the written grievance to the Superintendent.

The Superintendent shall act for the administration at Step Two of the grievance procedure. Within ten school days after receipt of the written appeal for a hearing by the Superintendent, the Superintendent shall meet with the Aggrieved Person for the purpose of hearing and resolving the grievance. A record of such hearing shall be kept by the Superintendent and made available to the parties involved upon request. The Superintendent shall, within five school days following the hearings, render his decision and reasons therefore, in writing, to the Aggrieved Person, with a copy to the Association.

### **STEP THREE**

If the Aggrieved Person is not satisfied with the disposition of his/her grievance at Step Two, or if no decision has been rendered within three school days after submission to the Superintendent, he/she may within seven school days appeal the grievance to the Board of Education.

Within thirty school days after receiving the written appeal, the Board of Education shall meet with the Aggrieved Person for the purpose of hearing and resolving the grievance. Within five school days following submission of the matter, the decision of the Board of Education shall be rendered in writing.

### **General Provisions**

If the written grievance is not filed within thirty days after the teacher knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be waived.

A grievance may be written at any level without prejudice.

No reprisals of any kind shall be taken by the Board of Education, by any member of the administration, or the Association, against any party in Interest or any other participant in the grievance procedure by reason of such participation.

The forms appended hereto in Appendix C (Teacher Handbook) shall be used for the processing of any grievance.

Adopted: \_\_\_\_\_

Reorganized: 2000

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4150 - Compensation and Related Benefits**

**Advancement on the salary schedule.**  
See negotiated agreement.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 2006

**Subject: Personnel – Certificated (Teachers)**

**Policy No. 4150.1 - Admission to Local Athletic Contests**

Teachers and their spouses will receive a complimentary pass which will admit them to all school sponsored athletic contests and other extracurricular activities except for the musicals, class plays, and athletic tournaments.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4155.1 - Tax-Sheltered Annuities**

Employees of the school district who wish to participate in the Tax Shelter Annuity Program may request deductions from their salary to enable their participation.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006

**Subject: Personnel – Certificate (Teachers)**  
**Policy No. 4161.1 - Personal Illness & Injury Leave**

**Extended Illness - Unpaid Leaves of Absence**

If an Allen Consolidated School teacher becomes ill he/she shall be required to withdraw from his/her teaching assignment when the illness adversely affects his/her ability to perform his/her normal duties as a member of our instructional climate, or when his/her personal physician advises that he/she should no longer continue in his/her teaching responsibilities.

The following guidelines will govern all extended illness leaves:

- No teacher is eligible for extended leave until he/she has been on duty a majority of days of the first semester and 5 days of the 2nd semester.
- As soon as the teacher determines that he/she needs extended illness leave he/she must notify the Superintendent of Schools in writing attesting to this fact. If the teacher wishes to apply for extended illness he/she must include such a request in this letter of notification of illness.
- The teacher shall be required to furnish a written statement from his/her personal physician regarding her physical condition in relation to her ability to teach at any time during pregnancy when the building principal or the Superintendent of Schools feels such a statement is in order.
- Any teacher who wishes to continue her teaching assignment following the birth of the child shall be required to return to the classroom as soon as her attending physician indicates that she is physically able to resume teaching
- A teacher returning to work following extended leave shall be reemployed by the Allen Consolidated School District but is not guaranteed placement in the same position held at the time leave was granted.

**Sick Leave**

At the end of the 2nd week after the beginning of the school year a sick benefit for employees illness, employee pregnancy or pregnancy related disabilities, or death in the immediate family (husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law) equivalent to the amount of days determined by professional negotiations. This benefit shall be cumulative from year to year not to exceed the amount of days determined by professional negotiations. Teachers absent because of personal illness, pregnancy, or pregnancy related disabilities may be requested to submit an acceptable Doctor's Certificate to the Superintendent's Office.

**Paid sick leave**

See negotiated agreement. Teachers who have accumulated over 40 days of sick leave will be paid \$10/day annually for all unused sick leave days over 40. As of 2014-15 there is an increase of un-used sick leave from \$10 to \$25 per day. This is just for days earned during and after the 2014-15 school year. This does not affect any sick days banked before the 2014-15 school year. They will stay at \$10 per day.

**Paid bereavement leave**

See negotiated agreement for bereavement leave provisions.

Adopted: \_\_\_\_\_

Reorganized: 2014

**Subject: Personnel – Certificated (Teachers)**

**Policy No. 4161.2 - Personal Leaves**

Three (3) days of personal leave each year at full pay will be available to each full-time certificated employee to handle any personal business which cannot be transacted on the weekend or after school hours, Leave request shall be made as far in advance as possible, but at least two days prior to the absence. As a general rule, personal leave will not be considered next to a holiday or scheduled vacation periods, however, the administration may make an exception provided satisfactory substitutes may be found. Pay of \$25 per day for any un-used personal days was approved beginning with the 2014-15 school year.

Adopted: \_\_\_\_\_  
Reorganized: 2014

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4161.3 - Professional Leave (sabbatical)**

**Professional Leave**

Each full-time staff member as a general rule shall have two (2) days of professional leave per school year. Additional days may be required for training required by the district. Request for leave should be made on forms available from the administration. As much advance notice should be given as possible.

**Absences to attend State or National Meetings**

Teachers or administrators who are officers in state or local professional education (see Policy No. 4161.4 Association)\_organizations and who attend meetings of these organizations as representatives of the Allen Consolidated School District may attend such meetings without loss of pay. Permission for the absence shall be granted by the Superintendent of Schools.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006

**Subject: Personnel – Certificated (Teachers)**  
**Policy No. 4161.4 - Association**

Teachers or administrators who attend professional meetings as representatives of the Allen Education Association shall meet the above stated requirements for their absence and the cost of their substitute shall be paid either by themselves or by the Allen Education Association.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006



**Subject: Personnel**  
**Policy No. 4161.5 – Family and Medical Leave Policy**

Personnel - All Employees  
Family and Medical Leave Policy

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The “leave year” for purposes of the FMLA shall be a “rolling” twelve-month period, measured backward from the date of any FMLA leave usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required in the discretion of the Superintendent or the Superintendent’s designee, or the Board. The employee may also have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition, or a sick leave, when such leave is for a duration in excess of five (5) successive days, and in such other cases as deemed appropriate by the Superintendent or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Superintendent or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Superintendent or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee’s serious health condition, or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Superintendent or the Board when such is deemed appropriate by the Superintendent or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An “equivalent position” for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

Legal Reference: 29 USC Sections 2611 to 2618 and 29 CFR Part 82

Adopted: January 2013  
Reorganized: January 2013  
Last Reviewed: January 2013

**Application for Leave**

**Family and Medical Leave Act**

Employee Name: \_\_\_\_\_ Position: \_\_\_\_\_

Send notices to me at: \_\_\_\_\_

**FMLA Leave Requested** From \_\_\_\_\_

To \_\_\_\_\_

If leave is requested on an intermittent or reduced leave schedule, describe the requested leave schedule: \_\_\_\_\_

**Reason for Leave Request** (check and complete as appropriate):

- 1. \_\_\_\_ For birth of a son or daughter, and to care for the newborn child.
- 2. \_\_\_\_ For placement with the employee of a son or daughter for adoption or foster care.
- 3. \_\_\_\_ To care for the employee’s spouse, son or daughter, or parent with a serious health condition.

Name of family member: \_\_\_\_\_

Describe reason employee needs to provide the care and the nature of the care: \_\_\_\_\_

- 4. \_\_\_\_ Because of a serious health condition that makes the employee unable to perform the functions of the employee’s job.

Briefly describe condition and job functions that employee is unable to perform: \_\_\_\_\_

- 5. \_\_\_\_ Because of a qualifying exigency arising out of the fact that the employee’s spouse, son or daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

Name and relationship of family member: \_\_\_\_\_

Describe the qualifying exigency: \_\_\_\_\_

- 6. \_\_\_\_ To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

Name and relationship of family member: \_\_\_\_\_

Describe reason employee needs to provide the care and the nature of the care: \_\_\_\_\_

I certify that the above information given by me is correct and that I have read the foregoing and understand my rights under the FMLA.

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

**Notice of Eligibility & Rights and Responsibilities  
under the Family and Medical Leave Act**

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



**DO NOT SEND TO THE DEPARTMENT OF LABOR.  
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

In general, to be eligible to take leave under the Family and Medical Leave Act (FMLA), an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. §§ 825.300(b), (c) which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

Date: \_\_\_\_\_ (mm/dd/yyyy)

From: \_\_\_\_\_ (Employer) To: \_\_\_\_\_ (Employee)

On \_\_\_\_\_ (mm/dd/yyyy), we learned that you need leave (beginning on) \_\_\_\_\_ (mm/dd/yyyy) for one of the following reasons: (Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- You are needed to care for your family member due to a serious health condition. Your family member is your:
  - Spouse                       Parent                       Child under age 18       Child 18 years or older and incapable of self-care because of a mental or physical disability
- A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your:
  - Spouse                       Parent                       Child of any age
- You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's:
  - Spouse                       Parent                       Child                       Next of kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

**SECTION I – NOTICE OF ELIGIBILITY**

**This Notice is to inform you that you are:**

- Eligible** for FMLA leave. (See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)
- Not eligible** for FMLA leave because: (Only one reason need be checked)
  - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately: \_\_\_\_\_ towards this requirement.  
(months)
  - You have not met the FMLA's 1,250 hours of service requirement. As of the first date of requested leave, you will have worked approximately: \_\_\_\_\_ towards this requirement.  
(hours of service)

Employee Name: \_\_\_\_\_

- You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)
- You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

## SECTION II – ADDITIONAL INFORMATION NEEDED

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.**

(Select as appropriate)

- No additional information requested. If no additional information requested, go to Section III.
- We request that the leave be supported by a certification, as identified below.
  - Health Care Provider for the Employee
  - Health Care Provider for the Employee's Family Member
  - Qualifying Exigency
  - Serious Illness or Injury (Military Caregiver Leave)

Selected certification form is  attached /  not attached.

If requested, medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee's diligent, good faith efforts.)

- We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page one). The information requested must be returned to us by \_\_\_\_\_ (mm/dd/yyyy). You may choose to provide a simple statement of the relationship or provide documentation such as a child's birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.
- Other information needed (e.g. documentation for military family leave): \_\_\_\_\_  
The information requested must be returned to us by \_\_\_\_\_ (mm/dd/yyyy).

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

## SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

### **Part A: FMLA Leave Entitlement**

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member's serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right

Employee Name: \_\_\_\_\_

under the FMLA to take up to **26 weeks** of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for FMLA leave is calculated as: (*Select as appropriate*)

- The calendar year (January 1<sup>st</sup> - December 31<sup>st</sup>)
- A fixed leave year based on \_\_\_\_\_  
(*e.g., a fiscal year beginning on July 1 and ending on June 30*)
- The 12-month period measured forward from the date of your first FMLA leave usage.
- A “rolling” 12-month period measured backward from the date of any FMLA leave usage. (*Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.*)

If applicable, the single 12-month period for *Military Caregiver Leave* started on \_\_\_\_\_ (*mm/dd/yyyy*).

You ( *are* /  *are not*) **considered a key employee** as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us.

We ( *have* /  *have not*) determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

**Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as FMLA Leave**

You have a right under the FMLA to request that your accrued paid leave be substituted for your FMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

(*Check all that apply*)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- You have requested to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** (*e.g., short- or long-term disability, workers' compensation, state medical leave law, etc.*) \_\_\_\_\_  
Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include: \_\_\_\_\_.

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to \_\_\_\_\_

\_\_\_\_\_ available at: \_\_\_\_\_.

Employee Name: \_\_\_\_\_

**Part C: Maintain Health Benefits**

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact \_\_\_\_\_ at \_\_\_\_\_.

You have a minimum grace period of ( 30-days or  \_\_\_\_\_ *indicate longer period, if applicable*) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member's serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

**Part D: Other Employee Benefits**

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact \_\_\_\_\_ at \_\_\_\_\_.

**Part E: Return-to-Work Requirements**

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

**Part F: Other Requirements While on FMLA Leave**

While on leave you ( will be /  will not be) required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_.

*(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).*

**If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.**

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**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

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**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.**

**Certification of Health Care Provider for  
Employee's Serious Health Condition  
under the Family and Medical Leave Act**

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



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I – EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: \_\_\_\_\_  
*First Middle Last*

(2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*

(3) The medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy)  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

(4) Employee's job title: \_\_\_\_\_ Job description ( is /  is not) attached.  
Employee's regular work schedule: \_\_\_\_\_  
Statement of the employee's essential job functions: \_\_\_\_\_

*(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)*

**SECTION II - HEALTH CARE PROVIDER**

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: \_\_\_\_\_

Health Care Provider's name: (Print) \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

**PART A: Medical Information**

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

**Inpatient Care:** The patient ( has been /  is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): \_\_\_\_\_

**Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)  
Due to the condition, the patient ( has been /  is expected to be) incapacitated for *more than three* consecutive, full calendar days from \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).

The patient ( was /  will be) seen on the following date(s): \_\_\_\_\_

The condition ( has /  has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

**Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).

**Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

**Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

**Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

**None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.



Employee Name: \_\_\_\_\_

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) \_\_\_\_\_

**PART B: Amount of Leave Needed**

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient ( had /  will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): \_\_\_\_\_

- (6) Due to the condition, the patient ( was /  will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) \_\_\_\_\_

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

- (7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

- (8) Due to the condition, the patient ( was /  will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it ( was /  is /  will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per ( day /  week /  month) and are likely to last approximately \_\_\_\_\_ (  hours /  days) per episode.

Employee Name: \_\_\_\_\_

**PART C: Essential Job Functions**

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee ( was not able /  is not able /  will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

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

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
<b>Inpatient Care</b>
<ul style="list-style-type: none"><li>• An overnight stay in a hospital, hospice, or residential medical care facility.</li><li>• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.</li></ul>
<b>Continuing Treatment by a Health Care Provider (any one or more of the following)</b>
<p><b><u>Incapacity Plus Treatment:</u></b> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none"><li>○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,</li><li>○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.</li></ul>
<p><b><u>Pregnancy:</u></b> Any period of incapacity due to pregnancy or for prenatal care.</p>
<p><b><u>Chronic Conditions:</u></b> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p><b><u>Permanent or Long-term Conditions:</u></b> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p><b><u>Conditions Requiring Multiple Treatments:</u></b> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**

**Certification of Health Care Provider for  
Family Member's Serious Health Condition  
under the Family and Medical Leave Act**

U.S. Department of Labor  
Wage Hour Division



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I - EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: \_\_\_\_\_  
*First Middle Last*
- (2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*
- (3) The medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy)  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE**

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

- (1) Name of the family member for whom you will provide care: \_\_\_\_\_
- (2) Select the relationship of the family member to you. The family member is your:
- Spouse                       Parent                       Child, under age 18
- Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: \_\_\_\_\_

- (3) Briefly describe the care you will provide to your family member: (Check all that apply)
- Assistance with basic medical, hygienic, nutritional, or safety needs  Transportation  
 Physical Care  Psychological Comfort  Other: \_\_\_\_\_

(4) Give your **best estimate** of the amount of leave needed to provide the care described: \_\_\_\_\_  
\_\_\_\_\_

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy), I am able to work \_\_\_\_\_ (hours per day) \_\_\_\_\_ (days per week).

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

### SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: (Print) \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

#### **PART A: Medical Information**

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: \_\_\_\_\_

(2) State the approximate date the condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(3) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient (e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort).  
\_\_\_\_\_  
\_\_\_\_\_

Employee Name: \_\_\_\_\_

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

- Inpatient Care:** The patient ( has been /  is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): \_\_\_\_\_
- Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)  
Due to the condition, the patient ( has been /  is expected to be) incapacitated for *more than three* consecutive, full calendar days from \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).  
The patient ( was /  will be) seen on the following date(s): \_\_\_\_\_  
\_\_\_\_\_  
The condition ( has /  has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)
- Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).
- Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) \_\_\_\_\_  
\_\_\_\_\_

**PART B: Amount of Leave Needed**

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

- (7) Due to the condition, the patient ( had /  will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): \_\_\_\_\_  
\_\_\_\_\_
- (8) Due to the condition, the patient ( was /  will be) **referred to other health care provider(s)** for evaluation or treatment(s).  
State the nature of such treatments: (e.g. cardiologist, physical therapy) \_\_\_\_\_  
Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the treatment(s).  
Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery \_\_\_\_\_ (e.g. 3 days/week)

Employee Name: \_\_\_\_\_

- (9) Due to the condition, the patient ( was /  will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date: \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the period of incapacity.

- (10) Due to the condition it, ( was /  is /  will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per ( day /  week /  month) and are likely to last approximately \_\_\_\_\_ (  hours /  days) per episode.

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
<b>Inpatient Care</b>
<ul style="list-style-type: none"><li>• An overnight stay in a hospital, hospice, or residential medical care facility.</li><li>• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.</li></ul>
<b>Continuing Treatment by a Health Care Provider (any one or more of the following)</b>
<p><b><u>Incapacity Plus Treatment:</u></b> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none"><li>○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,</li><li>○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.</li></ul>
<p><b><u>Pregnancy:</u></b> Any period of incapacity due to pregnancy or for prenatal care.</p>
<p><b><u>Chronic Conditions:</u></b> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p><b><u>Permanent or Long-term Conditions:</u></b> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p><b><u>Conditions Requiring Multiple Treatments:</u></b> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**

**Certification for Military Family Leave for  
Qualifying Exigency  
under the Family and Medical Leave Act**

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



**DO NOT SEND FORM TO THE DEPARTMENT OF LABOR.  
RETURN THE COMPLETED FORM TO THE EMPLOYER.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, child, or parent (the military member) is on covered active duty or has been notified of an impending call or order to covered active duty. The FMLA allows an employer to require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. 29 C.F.R. § 825.305(b). If the employee fails to provide complete and sufficient certification, the employee's FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at http://www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I - EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the employee for the information necessary for a complete and sufficient qualifying exigency certification, which is set out at 29 C.F.R. § 825.309. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.**

- (1) Employee name: \_\_\_\_\_  
*First Middle Last*
- (2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*
- (3) This certification must be returned by \_\_\_\_\_ (mm/dd/yyyy).  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE**

Please complete all Parts of Section II and sign the form before returning it to your employer. The FMLA allows an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. If requested by your employer, your response is required to obtain the benefits and protections of the FMLA. 29 C.F.R. § 825.309. Failure to provide a complete and sufficient certification may result in a denial of your FMLA leave request. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. **You are responsible for making sure the certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. § 825.313.

- (1) Provide the name of the military member on covered active duty or call to covered active duty status:

\_\_\_\_\_ *First Middle Last*

- (2) Select your relationship of the military member. The military member is your:

- Spouse
- Parent
- Child, of any age

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave for a qualifying exigency related a military member who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave for a qualifying exigency related a military member for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: \_\_\_\_\_

**PART A: COVERED ACTIVE DUTY STATUS**

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment.**

- (3) Provide the dates of the military member's covered active duty service: \_\_\_\_\_
- (4) Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:
  - A copy of the military member's covered active duty orders
  - Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command
  - I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

**PART B: APPROPRIATE FACTS**

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (e.g., a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

- (5) Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:
  - Short notice deployment (*i.e.*, deployment within seven or fewer days of notice)
  - Military events and related activities (*e.g.*, *official ceremonies or events, or family support and assistance programs*):  
\_\_\_\_\_
  - Childcare related activities for the child of the military member (*e.g.*, *arranging for alternative childcare*):  
\_\_\_\_\_



Employee Name: \_\_\_\_\_

- Care for the military member's parent (e.g., admitting or transferring the parent to a new care facility):  
\_\_\_\_\_
- Financial and legal arrangements related to the deployment (e.g., obtaining military identification cards)
- Counseling related to the deployment (i.e., counseling provided by someone other than a health care provider)
- Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)
- Post deployment activities (e.g., arrival ceremonies, or reintegration briefings and events): \_\_\_\_\_
- Any other event that the employee and employer agree is a qualifying exigency: \_\_\_\_\_

(6) Available written documentation supporting this request for leave is ( attached /  not attached /  not available).

**PART C: AMOUNT OF LEAVE NEEDED**

Provide information concerning the amount of leave that will be needed. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage.

(7) List the approximate date exigency started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(8) Provide your best estimate of how long the exigency lasted or will last:

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

(9) Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

I am able to work \_\_\_\_\_  
(e.g., 5 hours/day, up to 25 hours a week)

(10) Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

Employee Name: \_\_\_\_\_

- (11) Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur: \_\_\_\_\_ times per  
( day /  week /  month) and are likely to last approximately \_\_\_\_\_ (  hours /  days) per episode.

- (12) My leave is due to a qualifying exigency that involves **Rest and Recuperation leave** (R & R) of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R & R leave:

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

#### **PART D: THIRD PARTY INFORMATION**

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual (e.g., name and title) or Entity / Organization: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Describe purpose of meeting: \_\_\_\_\_

Employee  
Signature \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

#### **PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN FORM TO THE EMPLOYER.**

## **Policy 4190: Personnel - Certificated Employees**

### **Standards of Ethical and Professional Performance – Certificated Staff**

Both the State of Nebraska and the Board of Education recognize that teaching and its related services, including administrative and supervisory services, are a profession with all of the rights, responsibilities, and privileges accorded other recognized professions. The Board recognizes and endorses the Standards of Ethical and Professional Performance as established by the Nebraska Department of Education and expects all certificated employees to abide by these standards.

### **Certificated Personnel-Professional Performance and Code of Ethics**

It is the expectation of this District that all certificated staff shall comply with the ethics standards set forth by the Nebraska Department of Education, as such standards may be modified from time to time. The ethics standards which certificated staff shall follow shall include the standards set forth in this policy. 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 all educators 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:

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

2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
3. 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.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Superintendent any known violation of these standards.
10. Shall seek no reprisal against any individual who has reported a violation of these standards.

### **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:

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.

5. 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.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
7. Shall not discipline students using corporal punishment.
8. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

**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:**

1. 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.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
6. 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:**

1. 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.
2. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
3. 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:**

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
3. Shall give prompt notice to the employer of any change in availability of service.
4. Shall conduct professional business through designated procedures, when available, that have been approved by the Board of Education.
5. Shall not assign to unqualified personnel tasks for which an educator is responsible.
6. Shall permit no commercial or personal exploitation of his or her professional position.
7. Shall use time on duty and leave time for the purpose for which intended.

Legal Reference: Neb. Rev. Stat. Sections 79-859, 79-866; 92 NAC 27 (NDE Rule 27)

**Subject: Personnel – Non Certificated (Janitors, Clerical, etc.)**

**Policy No. 4211 – Custodial Staff**

**Selection**

Custodial and maintenance staff members will be selected by the School District Administration. This selection will then be subject to approval by the Board of Education. Selection will be made on the basis of background, experience, and work record, and personal characteristics of the candidate. Non-Certified employees are considered to be at will employees. Their employment may be terminated at any time for any one or more of the following reasons: incompetence, immorality, intemperance, cruelty, crime against the law of the state, negligence of duty, physical or mental incapacity, or any other good and sufficient reason.

Adopted: \_\_\_\_\_

Reorganized: 2000

Last Reviewed: 1-9-2006

**Subject: Personnel – Non-Certificated (Janitors, Clerical, etc.)**

**Policy No. 4211.1 - Clerical Staff**

Clerical staff shall be selected by the School District Administration with the approval of the Board of Education. Non-Certified employees are considered to be at will employees. Clerical workers whose jobs do not necessitate summer employment may be hired on an hourly or monthly basis. Their employment may be terminated at any time for any one or more of the following reasons: incompetence, immorality, intemperance, cruelty, crime against the law of the state, negligence of duty, physical or mental incapacity, or any other good and sufficient reason.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006



**Subject: Personnel – Non Certificated (Janitors, Clerical, etc.)**  
**Policy No. 4219.3 - Duties of Personnel**

Work assignments shall be made by the School District Administration.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006

**Subject: Personnel – Classified Employees**  
**Policy No. 4250 – Fringe Benefits**

**CLASSIFIED EMPLOYEES BENEFITS**  
**ALLEN CONSOLIDATED SCHOOLS**

(All leaves subject to a 90 day  
probation period before leaves start)

Fringe Benefits read as follows:

**FULL-TIME EMPLOYEES**  
**(Superintendent’s Secretary / Board Secretary)**

1. **Health Insurance** – For this classified employee eligible by the Board approval, insurance will be 60% of Family Health and Single Dental premium paid by the District at a current rate. This 60% of Family Health and Single Dental premium may be taken as insurance or cash option.
2. **Life Insurance** – Can be taken out with the current carrier with the school and paid by the employee. Current life rate is for \$30,000 straight term life and shall be deducted from wages on a monthly basis.
3. **Bereavement Leave** – 3 days of bereavement leave will be available in the event of death in the immediate members of the family and may take 2 additional days from sick leave. Said bereavement leave may not be carried over to the next school year.
4. **Sick Leave** – 6 paid days sick leave days will be available per school year. Said sick leave can be accumulated to 24 days. Sick leave shall only be used for “sick” leave of employee or in the event of any member of the immediate household is sick. New employees must earn pro-rated annual days for the first year.  
Example: 1 day of sick leave requires 90 days of employment before usage.
5. **Personal Leave** – These classified employees will have 1 personal day available per school year. Said personal leave may not be carried over to the next school year.
6. **Vacation** – is to be used in the summer months unless otherwise discussed with the administration. Employees may not carry over more than 5 days of vacation time into the next school year. Vacation time shall be given as follows: 1 week after 1 year of service; 2 weeks after 2 years of service; and 3 weeks after 15 years of service. Unused vacation pay will be paid at an hourly wage for days over the 5 day carryover maximum.
7. **Holidays** – Full-time employees shall receive seven (7) holidays per calendar year. Employee must work either the day before or the day after a given holiday to receive pay for the holiday. Holidays are as follows:
  1. **New Year’s Day**: Good Friday; Memorial Day; July 4<sup>th</sup>; Labor Day; Thanksgiving; Christmas.
8. **Overtime** – Overtime shall be approved by the Administration prior to being worked. In the event overtime is necessary and approved, the employee shall receive time and one-half for hours physically worked over 40 hours per week. Vacation, sick, holidays and personal days shall be excluded before calculating overtime.
  9. **Lunch/Breaks** – Classified employees are to take one-half hour lunch break on their own time.  
Breaks – one fifteen minute break in the morning and one in the afternoon.
10. **Long Term Disability** – Premium will be paid to the employee and the employee will have the premium deducted from their paycheck.
11. **Termination of Employment** – When the employee terminates employment, the employee is due unused vacation leave days and sick leave. If a two-week notice is not given upon termination vacation leave days are not required to be paid to employee by the District.

Fringe Benefits read as follows:  
**FULL-TIME EMPLOYEES**  
**(Custodians)**  
(All leaves subject to a 90 day  
probation period before leaves start)

1. **Health Insurance** – For these classified employees eligible by the Board approval, insurance will be 100% of employee/spouse health premium and 100% single dental premium to be paid by the District at a current rate. This 100 % of employee/spouse premium and 100% single dental premium may be taken as insurance or 100% of single premium health and dental can be used as a cash option.
2. **Life Insurance** – Can be taken out with the current carrier with the school and paid by the employee. Current life rate is for \$30,000 straight term life and shall be deducted from wages on a monthly basis.
3. **Bereavement Leave** – 3 days of bereavement leave will be available in the event of death in the immediate members of the family and may take 2 additional days from sick leave. Said bereavement leave may not be carried over to the next school year.
4. **Sick Leave** – 6 paid days sick leave days will be available per school year. Said sick leave can be accumulated to 24 days. Sick leave shall only be used for “sick” leave of employee or in the event of any member of the immediate household is sick. New employees must earn pro-rated annual days for the first year. Example: 1 day of sick leave requires 90 days of employment before usage.
5. **Personal Leave** – All classified employees will have one (1) personal day available per school year. Said personal leave may not be carried over to the next school year.
6. **Vacation** – is to be used in the summer months unless otherwise discussed with the administration. Employees may not carry over more than 5 days of vacation time into the next school year. Vacation time shall be given as follows: 1 week after 1 year of service; 2 weeks after 2 years of service and 3 weeks after 15 years of service. Unused vacation pay will be paid for days not used that are no longer carried over.
7. **Holidays** – Full-time employees shall receive seven (7) holidays per calendar year. Employee must work either the day before or the day after a given holiday to receive pay for the holiday. Holidays are as follows:  
New Year’s Day; Good Friday; Memorial Day; July 4<sup>th</sup>; Labor Day;; Thanksgiving; Christmas.
8. **Overtime** – Overtime shall be approved by the Administration prior to being worked. In the event overtime is necessary and approved, the employee shall receive time and one-half for hours physically worked over 40 hours per week. Vacation, sick, holidays and personal days shall be excluded before calculating overtime.
9. **Lunch/Breaks** – Classified employees are to take one-half hour lunch break on their own time. Breaks – one fifteen minute break in the morning and one in the afternoon.
10. **Long Term Disability** – Premium will be paid to the employee and the employee will have the premium deducted from their paycheck.
11. **Termination of Employment** – When the employee terminates employment, the employee is due unused vacation leave days and sick leave. If a two-week notice is not given upon termination vacation leave days are not required to be paid to employee by the District.

Fringe Benefits read as follows:  
**NINE MONTH FULL-TIME EMPLOYEES**  
**(Head dietician – 10-month Principal's Secretary)**  
(All leaves subject to a 90 day  
probation period before leaves start)

1. **Health Insurance** – For those classified employees eligible by the Board approval, insurance will be 100% of single premium paid by the District at a current rate. This 100% of single premium may be taken as insurance or cash option. Summer premiums deducted from pay or paid by employee.
2. **Life Insurance** – Can be taken out with the current carrier with the school and paid by the employee. Current life rate is for \$30,000 straight term life and shall be deducted from wages on a monthly basis. Summer premiums deducted from pay or paid by employee.
3. **Sick Leave** – 6 paid days sick leave days will be available per school year. Said sick leave can be accumulated to 24 days. Sick leave shall only be used for “sick” leave of employee or in the event of any member of the immediate household is sick. New employees must earn pro-rated annual days for the first year. Example: 1 day of sick leave requires 90 days of employment before usage.
4. **Bereavement Leave** – Two days of bereavement leave may be available for the death in the immediate family and one additional sick day can be taken from sick leave.
5. **Personal Leave** – All classified employees will have one (1) personal day available per school year. Said personal leave may not be carried over to the next school year.
6. **Vacation** – No vacation time is offered.
7. **Holidays** – The head dietician employees shall receive six (5) holidays (during the school year only).
  8. **New Year's Day; Good Friday; Labor Day; Thanksgiving; Christmas.**The 10-month Principal's Secretary Employee shall receive six (6) holidays (during the school year only).
  - **New Year's Day; Good Friday; Memorial Day; Labor Day; Thanksgiving; Christmas.**The employee must work either the day before or the day after a given holiday or receive pay for the holiday.
9. **Overtime** – Overtime shall be approved by the Administration prior to being worked. In the event overtime is necessary and approved, the employee shall receive time and one-half for hours physically worked over 40 hours per week. Vacation, sick, holidays and personal days shall be excluded before calculating overtime.
10. **Lunch/Breaks** – Classified employees are to take one-half hour lunch break on their own time. Breaks – one (1) fifteen minute break in the morning and one (1) in the afternoon on district time.
11. **Long Term Disability** – Premium will be paid to the employee and the employee will have the premium deducted from their paycheck.
12. **Termination** – When the employee terminates employment, the employee is due unused sick leave.

Fringe Benefits read as follows:  
**NINE MONTH PART-TIME EMPLOYEES**  
(Work less than 32 hours per week)  
(Kitchen staff, Classroom Aides)

(All leaves subject to a 90 day  
probation period before leaves start)

1. **Health Insurance** – For those classified employees eligible by the Board approval, insurance will be 100 % of single health and dental premium paid by the District at a current rate. This 100 % single premium may be taken as insurance or cash option. Summer premiums deducted from pay or paid by employee.
2. **Life Insurance** – Can be taken out with the current carrier with the school and paid by the employee. Current life rate is for \$30,000 straight term life and shall be deducted from wages on a monthly basis. Employees must work 20 hours per week to participate in the Life Insurance benefit.
3. **Bereavement Leave** – Two Bereavement days may be available for death in the immediate family and one additional day can be taken from sick leave.
4. **Sick Leave** – 4 paid days sick leave days will be available per school year. Said sick leave can be accumulated to 16 days. Sick leave shall only be used for “sick” leave of employee or in the event of any member of the immediate household is sick. New employees must earn pro-rated annual days for the first year. Example: 1 day of sick leave requires 90 days of employment before usage.
5. **Personal Leave** – All classified employees will have one (1) personal day available per school year. Said personal leave may not be carried over to the next school
6. **Vacation** – No vacation time is offered.
  - a. **Holidays** – These employees shall receive two (2) holidays (during the school year only). - Thanksgiving and Good Friday. (Employee must work either the day before or the day after a given holiday or receive pay for the holiday.)
7. **Overtime** – Overtime shall be approved by the Administration prior to being worked. In the event overtime is necessary and approved, the employee shall receive time and one-half for hours physically worked over 40 hours per week. Vacation, sick, holidays and personal days shall be excluded before calculating overtime.
8. **Lunch/Breaks** – Classified employees are to take one-half hour lunch break on their own time. Breaks – one (1) fifteen minute break in the morning and one (1) in the afternoon on district time.
9. **Long Term Disability** – Premium will be paid by the employee. Employees must work at least 15 hours per week to qualify.
10. **Termination** – When the employee terminates employment, the employee is due unused sick leave.

Fringe Benefits read as follows:  
**NINE MONTH PART-TIME EMPLOYEES**  
(Work less than 15 hours per week)  
**(Bus Drivers)**

(All leaves subject to a 90 day  
probation period before leaves start)

1. **Health Insurance** – No health insurance available for part-time employees for employees who work less than 15 hours per week.
2. **Life Insurance** – Can be taken out with the current carrier with the school and paid by the employee. Current life rate is for \$30,000 straight term life and shall be deducted from wages on a monthly basis. Bus drivers must work 20 hours per week to participate in the Life Insurance benefit.
3. **Bereavement Leave** – Two Bereavement days may be available for death in the immediate family.
4. **Sick Leave** – No sick leave benefits offered.
5. **Long Term Disability** – Premium will be paid by the employee. Bus drivers must work at least 10 hours per week to qualify.
6. **Vacation** – No vacation time is offered.
7. **Termination** – No benefits offered at termination of employment.

Adopted: 1-9-2006  
Reorganized: 7-17-2023  
Last Reviewed: 7-17-2023

**Subject: Personnel – Non-Certificated (Janitors, Clerical, etc.)**

**Policy No. 4259 - Compensation & Related Benefits**

**Vacation**

All custodial and clerical personnel on a 12 month basis will be granted one week paid vacation after the first full year of their employment and will be granted two weeks paid vacation each year thereafter. These vacation times are to be arranged at a mutually agreeable time between the Administration and the staff member. Vacation time may not be cumulative, unless approval of the administration is received in advance. See brochure of Fringe Benefits for all classified employees of the Allen Consolidated Schools.

Adopted: \_\_\_\_\_

Reorganized: 2000

Last Reviewed: 1-9-2006

**Subject: Personnel – Non-Certificated**  
**Policy No. 4260 - Standards of Performance for Non-Certified Employees**

In fulfillment of the employee's minimum responsibilities, the employee:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, other employees, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
3. Shall not use coercive means, or promise or provide special treatment to students, other employees, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit relationships with students, other employees, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not harass in any manner students, parents or school patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of duties.
8. Shall keep in confidence personally identifiable student or employee information that has been obtained in the course of service to the district, unless disclosure serves professional purposes or is required by law.
9. Shall not discipline students using corporal punishment.
10. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.
11. Shall not misrepresent the school district, and shall take added precautions to distinguish between the employee's personal and institutional views.
12. Shall abide by policies and regulations of the Board of Education and the rules and standards established by the administration and the employee's supervisor.
13. Shall seek no reprisal against any individual who has reported a violation of these standards.

Date of Adoption: August 11, 2020



**Subject: Personnel**  
**Policy No. 4312.6 - Personnel Records**

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

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

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

It shall be the responsibility of the superintendent to keep employee's personnel files current.

It shall be the responsibility of the superintendent to develop administrative regulations for the implementation of this policy.

Adopted: \_\_\_\_\_  
Reorganized: 2000  
Last Reviewed: 1-9-2006