



7/1/2019

Board Policy 4000

2019-2020

Personnel

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Recruitment and Selection

The Board of Education authorizes the Superintendent to recruit and recommend for employment the best-qualified personnel to implement and fulfill the goals and policies of Arapahoe Public Schools. When a vacancy exists, the administration may consider reassignment of existing staff to fill the vacancy. When the administration determines that a vacancy cannot be appropriately filled reassignment of existing staff, the administration is to solicit applicants by advertising or otherwise. All applicants so selected and recommended must satisfy the standards as set by the Board and/or the laws of the State of Nebraska.

Where required by law or deemed essential by the school district, employees must be duly licensed and/or certified.

The rehiring of a former employee is contingent on the former employee having a positive performance record with the District. A former employee who was terminated, or who resigned in lieu of termination, for reason of violating a workplace conduct rule or unsatisfactory job performance is not eligible for rehire.

Legal Reference: Neb. Rev. Stat. § 79-501

Date of Adoption: August 11, 2014

Equal Opportunity Employment

It is the policy of Arapahoe Public Schools to employ the best qualified applicant for each position without regard to race, color, religion, sex, age, marital status, physical or mental disability or national origin, 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 race, color, religion, sex, age, marital status, disability, or national origin.

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, 2014

1. Elimination of Discrimination:

The Arapahoe 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 Arapahoe Public Schools does not discriminate on the basis of race, color, national origin, sex, disability, religion, age 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: Dr. George Griffith, Superintendent, 610 Walnut, Arapahoe, NE 68922 (308) 962-5458 (george.griffith@arapahoewarriors.org).

Employees and Others: Dr. George Griffith, Superintendent, 610 Walnut, Arapahoe, NE 68922 (308) 962-5458 (george.griffith@arapahoewarriors.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 for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, MO 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

2. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others:

a. Purpose:

The Arapahoe Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and 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, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, 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:

- b. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- c. 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.

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Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, 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 (designated coordinator). 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 (“discrimination”) 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.

a. *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, if necessary.

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

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. 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.
- iv. 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:

- i. A summary of the facts,
- ii. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- iii. 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. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

b. *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.]

c. *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 ten (10) 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 the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. 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. Remedies:

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work

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area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
 - i. Know the school's prohibition against discrimination, harassment, and retaliation.
 - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
 - iii. Understand how and to whom to report any incidents of discrimination.
 - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.

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- v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.
- g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

5. 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,

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

6. Training:

The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of

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discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific 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.

7. 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).

Personnel – All Employees

- 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.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

8. 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 will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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.

Date of Adoption: August 11, 2014

Notice of Nondiscrimination:

The Arapahoe Public School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age 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: Dr. George Griffith, Superintendent, 610 Walnut, Arapahoe, NE 68922 (308) 962-5458 (george.griffith@arapahoewarriors.org).

Employees and Others: Dr. George Griffith, Superintendent, 610 Walnut, Arapahoe, NE 68922 (308) 962-5458 (george.griffith@arapahoewarriors.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 for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, MO 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

Approved: August 11, 2014

Revised: August 8, 2016

Complaint Form: Discrimination, Harassment or Retaliation

The Arapahoe Public School District does not discriminate based on race, color, national origin, sex, disability, religion, age 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: Dr. George Griffith, Superintendent, 610 Walnut, Arapahoe, NE 68922 (308) 962-5458 (george.griffith@arapahoewarriors.org).

Employees and Others: Dr. George Griffith, Superintendent, 610 Walnut, Arapahoe, NE 68922 (308) 962-5458 (george.griffith@arapahoewarriors.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: _____

Date: _____

Received by: _____

Date: _____

Duty Hours of Employees:

1. Administrative personnel shall be on duty when and at such times as the responsibilities of their position dictates. The Superintendent shall set the duty hours of administrative staff.
2. Teachers shall make arrangements to be available to students after school. Unless otherwise specified by the Superintendent or by negotiated agreement, members of the professional staff shall be on duty 30 minutes before the start of school and 30 minutes after the end of the day to plan and to carry out their individual professional responsibilities as determined by the Superintendent and the building principals. Teachers shall be provided with a one half hour duty free lunch period.
3. All other staff shall be on duty as determined by the Superintendent.
4. No teacher or other school employee shall accept any other employment or carry on any business or activity for profit that interferes with the complete discharge of his or her responsibilities to the school district.
5. Duties include but are not limited to attendance at staff meetings as determined by Administration, attendance at programs and assemblies, and/or playground, lunchroom or hall supervision.

Date of Adoption: August 11, 2014

Absence of Employees:

1. An employee who finds it necessary to be absent from duty shall notify the office of the employee's immediate supervisor in advance of such absence and give (1) the reason for the absence; and, (2) the anticipated length of absence.
2. Employees requesting leave in order to perform other duties for which they will be compensated (court duty, consulting, etc.) shall be required to remit to the District either the compensation received beyond expenses or their district wages for the time missed.
3. Absence or suspension from duty of any employee shall result in loss of pay for the period of absence or suspension except as otherwise provided by these policies or law.
4. A substitute may not be hired by any employee to take over his/her duties. In no instance may an employee make personal arrangements to pay a substitute.

Date of Adoption: August 11, 2014

Jury Duty:

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

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

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

July 10, 2017

Absence from Building (During Duty Day)

1. Employees may not be absent from their respective assignments during duty hours except by permission of their immediate supervisor or Superintendent. Employees shall check out of the building whenever absent during the day.
2. Employees may be excused from the building for periods not to exceed thirty (30) minutes with the approval of their immediate superior officer or Superintendent for matters of personal business which cannot be completed after regular school hours. Personal absence leave forms shall be completed in the event the absence from the building exceeds 30 minutes.

Date of Adoption: August 11, 2014

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 healthcare 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 § 2611 to § 2618 and 29 CFR Part 82

Date of Adoption: August 11, 2014

The documents provided in response to the new Family Medical Leave Act (FMLA) regulations are:

1. FMLA Leave Application
2. Notice of Eligibility and Rights & Responsibilities—rolling year
3. Designation Notice
4. Certification of Health Care Provider for Employee's Serious Health Condition
5. Certification of Health Care Provider for Family Member's Serious Health Condition
6. Certification of Qualifying Exigency for Military Family Leave
7. Family Military Leave Certification for Serious Injury of Service member

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. To care for the employee’s spouse, son or daughter, or parent with a serious health condition.
Name of family member: _____
3. ___ 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.
5. ___ Briefly describe condition and job functions that employee is unable to perform:

6. ___ 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: _____

7. ___ 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 and Rights & *Responsibilities Family and Medical Leave Act

In general, to be eligible 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. This form is to be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave.

Part A - NOTICE OF ELIGIBILITY

TO: _____
Employee

FROM: _____
Employer Representative

DATE: _____

On _____, you informed us that you needed leave beginning on _____
for:

- _____ The birth of a child, or placement of a child with you for adoption or foster care;
- _____ Your own serious health condition;
- _____ Because you are needed to care for your spouse; son or daughter; parent due to his/her serious health condition.
- _____ Because of a qualifying exigency arising out of the fact that your spouse; son or daughter; parent is on covered active duty or call to covered active duty with the Armed Forces.
- _____ Because you are the spouse; son or daughter; parent next of kin of a covered service member with a serious injury or illness.

This Notice is to inform you that you:

- _____ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities).
- _____ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
- _____ 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 _____ months towards this requirement.
- _____ You have not met the FMLA's hours of service requirement.
- _____ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact Dr. George Griffith or view the FLA poster located in Staff Workroom

Part B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances). If sufficient information is not provided in a timely manner, your leave may be denied.

_____ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request **is / is not** enclosed.

_____ Sufficient documentation to establish the required relationship between you and your family member.

_____ Other information needed (such as documentation for military family leave):

_____ No additional information requested.

If your leave **does qualify** as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

_____ Contact the Business Manager at 308-962-5458 to arrange to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period 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 will be required to use your available **sick, vacation, and/or other leave** during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

_____ Due to your status within the company, you are considered a “key employee” as defined in the FMLA. As a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that 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.

_____ While on leave you will 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 particular leave situation).

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

If your leave does qualify as FMLA leave you will have the following **rights** while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as a “rolling” 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. This single 12- month period commenced on _____
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- 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. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; (2) the continuation, recurrence, or onset of a covered service-member’s serious injury or illness which would entitle you to FMLA leave; or (3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have _____ **sick**, _____ **vacation**, and/or _____ **other leave** run concurrently with your unpaid leave entitlement provided you meet applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to:
_____ available at: _____

_____ Applicable conditions for use of paid leave: _____

Once we obtain the information from you as specified above, we will inform you, within five business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

_____ at _____

Designation Notice Family and Medical Leave Act

Leave covered under the FMLA must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete *or* insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient.

To: _____

Date: _____

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on _____ and decided:

*****APPROVED*****

_____ **Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.**

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

_____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement:

_____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

_____ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

_____ We are requiring you to substitute or use paid leave during your FMLA leave.

_____ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position _____ is _____ is **not** attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

*****ADDITIONAL INFORMATION NEEDED*****

_____ **Additional information is needed to determine if your FMLA leave request can be approved:**

_____ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information to make certification complete and sufficient no later than _____ (provide at least seven calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied: _____

_____ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

*****NOT APPROVED*****

_____ Your FMLA Leave request is Not Approved for the reason that _____ the FMLA does not apply to your leave request and/or you have exhausted your FMLA leave entitlement in the applicable 12-month period.

Signature of School Official

Date

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

SECTION 1: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: 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.

Employer name: Arapahoe Public Schools

Employer contact person: Dr. George Griffith

Employee's job title: _____

Regular work schedule: _____

Check if job description is attached.

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. Your employer must give you at least 15 calendar days to return this form.

Your name: _____

First

Middle

Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. 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. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice/Medical specialty: _____

Telephone: (_____) _____

Fax: (_____) _____

Part A. MEDICAL FACTS:

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

____ No ____ Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Will the patient need to have treatment visits at least twice per year due to the condition?

____ No ____ Yes.

Was medication, other than over-the-counter medication, prescribed? ____ No ____ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

____ No ____ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ____ Yes ____ No (If yes, expectant due date: _____)

3. Use the information provided by the employer in Section 1 to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions. Is the employee unable to perform any of his/her job functions due to the condition: _____ No ____

Yes

If so, identify the job functions the employee is unable to perform: _____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment): _____

Part B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? _____ No ____ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___ No ___ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
___ No ___ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: _____

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ___ No ___ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
___ No ___ Yes. If so, explain: _____

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:

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

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: FMLA provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member.

Employer name: Arapahoe Public Schools

Employer contact person: Dr. George Griffith

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. Your employer must give you at least 15 calendar days to return this form to your employer.

Your name: _____

First

Middle

Last

Name of family member for whom you will provide care: _____

First

Middle

Last

Relationship of family member to you: _____. If the family member is your son or daughter, please provide date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature

Date

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. 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. Limit your responses to the condition for which the patient needs leave. Please be sure to sign the form on the last page.

Provider’s name and business address: _____

Type of practice/Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

Part A. MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? ___ No ___ Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? ___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment: _____

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regiment of continuing treatment such as the use of specialized equipment): _____

Part B: AMOUNT OF CARE NEEDED

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ___ No ___ Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? ___ No ___ Yes.

Explain the care needed by the patient and why such care is medically necessary: _____

5. Will the patient require follow-up treatment, including any time for recovery? ___ No ___ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: _____

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? ___ No ___ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary: _____

7. Will the conditions cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___ No ___ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per _____ week(s) _____ month(s)

Duration: ___ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

**Certification of Qualifying Exigency for Military Family
Leave Family and Medical Leave Act**

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.309.

Employer Name: _____
Contact Information: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II fully and completely. The FMLA permits 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. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as “unknown” or “indeterminate” may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit 29 CFR 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your name: _____
 First Middle Last

Name of military member on covered active duty or call to covered active duty status:

 First Middle Last

Relationship of military member to you: _____
Period of military member’s covered active duty: _____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member’s active duty or call to covered active duty status. Please check one of the following and attach the indicated 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 is attached.

_____ Other documentation from the military certifying that the military member is on covered active duty (or has been notified of an impending call to covered active duty) is attached.

_____ 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 A. QUALIFYING REASON FOR LEAVE

- 1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

- 2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military; a document confirming the military member’s Rest and Recuperation leave; a document confirming an appointment with a third party, such as a counselor or school official, or staff at a care facility; or a copy of a bill for services for the handling of legal or financial affairs.

Available written documentation supporting this request for leave is attached ___ Yes ___ No ___ None Available.

Part B: AMOUNT OF LEAVE NEEDED

- 1. Approximate date exigency commenced _____

Probable duration of exigency: _____

- 2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency? ___ No ___ Yes.

If so, estimate the beginning and ending dates for the period of absence: _____

Will you need to be absent from work periodically to address this qualifying exigency?
 ___ No ___ Yes.

Estimate schedule of leave, including the dates of any scheduling meetings or appointments:

Estimate schedule of leave, including the dates of any scheduling meetings or appointments:

Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: _____ times per _____ week(s) _____ month(s).

Duration: _____ hours _____ day(s) per event.

Personnel – All Employees

Part C: If leave is requested to meet with a third party (such as to arrange for childcare or parental care, to attend counseling, to attend meetings with school or 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), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (*i.e.*, either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: Title: _____

Address: _____

Telephone: (____) _____

Fax: (____) _____

Email: _____

Describe nature of meeting: _____

PART D: I certify that the information I provided above is true and correct.

Signature of Employee

Date

Adoption Leave:

Adoption leave will be permitted to be taken by an adoptive parent for the same time and on the same terms as an employee is permitted to take a leave of absence upon the birth of the employee's child.

The adoptive parent leave of absence begins following the commencement of the parent-child relationship. The parent-child relationship commences, for purposes of adoption leave, when the child is placed with the employee for purposes of adoption. The employee shall be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child relationship, except as the Superintendent and the employee may otherwise agree. The employee shall provide advance notice of an anticipated adoption to the Superintendent as soon as possible.

Legal Reference: Neb. Rev. Stat. ' 48-234

Date of Adoption: July 12, 2004

Drug and Substance Use/Abuse:

It is the policy of the Arapahoe 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 insure 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 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, and all regulations and rules promulgated pursuant thereto. 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.

Legal Reference: 41 U.S.C. §701 to § 707
49 U.S.C. §31306 and 49 CFR Part 382
Date of Adoption: August 11, 2014

DRUG AND ALCOHOL APPENDIX I
CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING: FEDERAL
REGULATIONS, ARAPAHOE PUBLIC SCHOOL'S 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, Arapahoe Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

1. **The persons designated by Arapahoe Public Schools to answer employee questions about these materials are:**
 - Superintendent of Schools
 - Secondary Principal
2. **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.
3. **The term "safety-sensitive functions" means:**
 - a. All time waiting to be dispatched, unless the driver has been relieved from duty;
 - b. 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;
 - c. All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
 - d. All time, other than driving time, in or upon any commercial motor vehicle;
 - e. 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;
 - f. All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
 - g. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
4. **Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes:**
 - a. 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.
 - b. Alcohol possession:
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.

- c. On-duty use:
No driver shall use alcohol while performing safety-sensitive functions.
 - d. Pre-duty use:
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
5. **The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:**
- a. **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.
 - b. **Post-accident testing.**
As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
 - i. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
 - ii. 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.
 - (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.
 - iii. 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.

c. Random testing.

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

d. Reasonable suspicion testing.

- i. 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).
- ii. 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:
 - (1) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
 - (2) 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.

e. Return-to-duty testing.

- i. 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.
- ii. 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.

f. **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.

6. **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.

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

8. **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.

9. **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

0.2 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).

10. **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.
11. **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: August 11, 2014

**APPLICANT'S CONSENT
TO OBTAIN PAST DRUG AND ALCOHOL TEST RESULTS**

I, _____ *[insert applicant's name]*, understand that as a condition of hire with Arapahoe Public Schools ("*School District*") I must give the School District written Consent to obtain the results of all DOT-required drug and/or alcohol tests (including any refusals to be tested) from all of the companies for which I worked as a driver, or for which I took a pre-employment drug and/or alcohol test during the past two (2) years. I also understand that the School District requires me to consent to access to the same information concerning any non-DOT driver drug and/or alcohol tests which I took during this same period of time. I have also been advised and understand that my signing of this consent does not guarantee me a job or guarantee that I will be offered a position with the School District.

Below I have listed all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test during the past two (2) years. I hereby consent to the School District obtaining from those companies, and I hereby consent to those companies furnishing to the School District, all requested information concerning my drug and alcohol tests, including:

1. all DOT and non-DOT alcohol test results of 0.04 or greater during the past two (2) years;
2. all verified positive DOT and non-DOT drug test results during the past two (2) years;
3. all instances in which I refused to submit to a DOT-required drug and/or alcohol test during the past two (2) years;
4. any other violations of DOT agency drug and alcohol testing regulations during the past two (2) years; and
5. documentation of successful completion of DOT return-to-duty requirements (including follow-up tests) in the event of a violation of a DOT drug and alcohol testing regulations during the past two (2) years.

I specifically authorize the companies to fully complete the School District's Report of Past Drug and/or Alcohol Test Results form.

The following is a list of all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test, during the past two (2) years:

<u>Company Name</u>	<u>Address</u>	<u>Phone</u>	<u>Dates worked</u>

APPLICANT CERTIFICATION

I have carefully read and fully understand this Consent to release my past drug and alcohol test results. In authorizing the release of my test results, I consent and agree to waive any physician-patient privilege that may otherwise exist with respect to the confidentiality of my drug and alcohol test results. I further release the Company and its medical review officer, and any officer, employee or agent of the Company or medical review officer whose disclosure of the results is in accordance with this release from any and all claims or causes of actions which may result from the disclosure of such test results to the person or persons identified on this release form.

In signing below, I certify that all of the information which I have furnished on this form is true and complete, and that I have identified all of the companies for which I have either worked, or for which I took a pre-employment drug and/or alcohol test, as a driver during the past two years. I understand that this information is material to my hiring and that my failure to provide true and complete information will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination. Further, I understand that in the event of receipt of a report of past drug and/or alcohol violation, any conditional offer of employment will be revoked and in the event I have been hired, any employment will be automatically ended.

Signature of Applicant

Print Name

Date

APPLICANT'S CERTIFICATION OF PAST DRUG AND ALCOHOL TEST RESULTS

During the past two years before this application, I Did _____ Did not _____ (check applicable blank) test positive or refuse to submit to any pre-employment drug or alcohol test administered by an employer to which I applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules.

If I did test positive or refuse to submit, then I further certify that I Did _____ Did not _____ N/A _____ (check applicable blank) complete the return-to-duty process of the DOT agency drug and alcohol testing rules. I agree that it is my responsibility to provide the School District with documents establishing completion of such process before I may perform safety- sensitive functions for the School District.

APPLICANT CERTIFICATION

In signing below, I certify that all of the information which I have furnished on this form is true and complete. I understand that this information is material to my hiring and that my failure to provide true and complete information concerning the time period in question will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination.

Signature of Applicant

Print Name

Date

REQUEST FOR PAST TEST RESULTS

To: _____

(Name of previous employer)

From: _____

(Insert name and title of school representative)

Subject: Request to obtain past drug and alcohol test results

Date: _____

_____ (Name) has advised us that he/she worked for your company as a driver or that he/she applied to your company for work as a driver, during the previous two (2) years.

Regulations of the Department of Transportation (DOT) (49 C.F.R. § 40.25) require us to obtain from your company, and **require your company to provide** to us, information concerning the above-named driver's past drug and alcohol test results (including refusals to be tested).

In accordance with DOT's regulations, therefore, we are providing you with the driver's written consent directing your company to provide us with the past drug and alcohol testing results, as set forth in the consent. A Report form to provide the requested information is also enclosed for your convenience.

Please send this information to:
Arapahoe Public Schools 610
Walnut, Box 360
Arapahoe, NE 68922

as soon as possible, either by facsimile (FAX # (308) 962-7481) or by mail. As required by the DOT, the information which you furnish will be treated as strictly confidential.

Enclosures:

- Document No. 1. Applicant's Consent to Obtain Past Drug and Alcohol Test Results.**
- Document No. 2. Report of Past Drug and Alcohol Test Results.**

REPORT OF PAST DRUG AND/OR ALCOHOL TEST RESULTS

To: Arapahoe Public Schools

From: _____
(Company Name Submitting Results)

Re: _____
(Insert Driver/Applicant's Name)

(Insert Driver/Applicant's Social Security Number)

From: _____ to _____
(Insert "Relevant 2 Year Period" dates)

In accordance with the DOT regulations, School District's request, and the Driver/Applicant's Consent, the Company reports the following results of drug and alcohol tests conducted on the above named Driver/Applicant by this Company during the above-designated "Relevant 2 Year Period."

- a. **Past Alcohol Test Results:** No alcohol tests conducted during relevant period
 Date of Test: _____ 0.04 or greater Negative Refused to be tested
 Date of Test: _____ 0.04 or greater Negative Refused to be tested

- b. **Past Drug Test Results:** No alcohol tests conducted during relevant period
 Date of Test: _____ 0.04 or greater Negative Refused to be tested
 Date of Test: _____ 0.04 or greater Negative Refused to be tested

- c. **Refusals to Submit:** (Note: Refusals to submit include verified adulterated or substituted drug tests) dates:
 No refusal to submit to drug and/or alcohol test during relevant period
 Refusal to submit to drug and/or alcohol test during relevant period, on the following dates:
 Date of Refusal: _____ Nature of Refusal: _____
 Date of Refusal: _____ Nature of Refusal: _____

- d. **Any Other Violations of DOT Agency Drug and/or Alcohol Testing Regulations:**
 No such violations during period specified
 Violations occurred during relevant period, on the following dates:
 Date of Violation: _____ Nature of Violation: _____
 Date of Violation: _____ Nature of Violation: _____

- e. **Completion of DOT Return-to-Duty Requirements, including follow-up tests:**
 Not Applicable, no violations occurred during period specified
 Not Applicable, violation(s) occurred during period specified, but Company has no record of successful completion of return-to-duty requirements

Personnel – All Employees

- Documents are attached; violation(s) occurred during period specified, and Employee successfully completed return-to-duty requirements.

Date

Name of person completing form (*type/print*)

Title (*type/print*)

Weapon-Free Workplace:

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

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

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;
3. Any firearm muffler or silencer;
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
5. Any bludgeon, sand club, metal knuckles, or throwing star;
6. Any knife other than as used strictly for instructional or personal care or eating purposes. A pocketknife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
8. Any other object that is designed for or intended for use as a destructive or injurious device.

A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon.

1. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon.
2. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes.
3. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.

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

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

Blood-Borne Pathogens Plan1. Procedures for Control of Communicable Diseases:

The School District shall cooperate with county and state health departments in developing procedures for the control of communicable disease in School District programs and activities. Procedures shall conform to the regulations for communicable disease control set up by the state health department. The Superintendent or designee shall establish an exposure control plan in accordance with OSHA’s “Occupational Exposure to Blood-Borne Pathogens” Standard.

2. Students:

- a. Contagious and Infectious Diseases. Contagious and infectious diseases subject to this part include those diseases regulated by the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control (173 NAC 3). A student showing any signs or symptoms of a contagious or infectious disease will be excluded from attending Arapahoe Public Schools or programs in accordance with the Contagious and Infectious Disease Chart attached to those regulations and not be allowed to return until the minimum isolation period has elapsed, and all signs or symptoms of illness have disappeared in accordance with the Chart. Students with contagious or infectious diseases or conditions other than those listed in the Chart will be subject to exclusion until the student’s physician gives a written statement that the disease or condition is not in a communicable stage or there is minimal risk of transmission to others in a school program setting.
- b. Blood-borne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via blood-borne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). A student with such a disease shall not be excluded or be subject to different treatment concerning services or participation in activities in the absence of an individualized determination that exclusion or modifications are appropriate because the student’s condition poses an imminent threat to the health or the safety of others in the School District or program community. Such a determination shall be made by following established policies and procedures for students with chronic health problems or students with disabilities. Decision makers are to consult with the student’s physician and parent or guardian; respect the student’s and family’s privacy rights; and reassess the placement if there is a change in the student’s need for accommodations or services. In making such a determination, the following factors will be evaluated: (1) the nature of the disease; (2) the age of the student; (3) the behavior of the student; (4) the neurological development of the student; (5) the physical condition of the student; (6) the expected type of interaction which the student will have with other individuals in the proposed placement setting; (7) the degree to which other individuals may be exposed to infectious organisms; (8) the hygienic practices of the student; (9) the risk of transmission of the disease from the student to those individuals with whom the student will interact; and (10) any other pertinent factor reasonably related to the decision.
- c. Reporting. Employees who become aware that a student has been diagnosed with or is suspected of having a reportable disease shall immediately inform the Superintendent or designee, who shall notify the appropriate Superintendent of the school in which the student is enrolled and make a report to the Board of Health where required by law.

3. Employees:

- a. Contagious and Infectious Diseases. When an employee has a contagious or infectious disease which is in a communicable stage or presents more than a minimal risk of transmission to others, the employee should not report to work and is expected to follow the absence reporting procedures. Employees should in general follow the same guidelines for absence from work as a student is to follow under the guidelines of the Contagious and Infectious Disease Chart of the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control. Prior to returning to work, employees shall upon request submit a physician's written statement stating that the employee is able to return to work and does not pose a significant risk of transmission of the disease to others.
- b. Blood-borne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via blood-borne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). An employee with a communicable disease, or an applicant for employment, shall be employed or be continued in employment without consideration of the communicable disease provided the employee or applicant is able to perform the essential functions of the position with such reasonable accommodations as may be necessary and provided the communicable disease does not pose an imminent threat to the health or the safety of others within the employee's work environment. Employees who have a communicable disease are expected to conduct themselves in such a manner as to not place others at risk and, in the event, reasonable accommodation is necessary to avoid such risk, to make a confidential request for such accommodation.

4. General Provisions:

- a. No Discrimination or Harassment. No employee or student shall be unlawfully discriminated against or subjected to harassment on the basis of having a communicable disease.
- b. Privacy. Every employee has a duty to treat as highly confidential any knowledge or speculation concerning the blood-borne pathogen status of a student or other employee. Violation of medical privacy may be cause for disciplinary action against the employee, including possible termination.

No information regarding a person's blood-borne pathogen status will be divulged to any individual or organization other than School District employees or agents who have a need to know of the circumstance, appropriate officials of the school in which the student is enrolled, and emergency medical personnel with a need to know, without a court order or a signed and dated consent of the person with the blood-borne pathogen infection (or the parent or guardian of a minor).

- c. Records. All health records, notes, and other documents that reference an employee's blood-borne pathogen status or occupational exposure will be maintained in a separate confidential medical file for the employee. Records of occupational exposure shall be maintained for at least the duration of employment plus 30 years in accordance with OSHA standards.

All health records, notes, and other documents that reference a student's blood-borne pathogen status will be maintained in a separate confidential medical file for the student.

- d. Infection Control. All employees are required to consistently follow infection control guidelines. Employees are required to follow the exposure control plan of The School District established in accordance with OSHA’s “Occupational Exposure to Blood-Borne Pathogens” Standard. The use of universal precautions is mandated and work practice controls to minimize or prevent potential exposure are to be implemented. Any incident of exposure to blood shall be reported, evaluated, and follow-up completed and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees’ right to know requirements. Equipment and supplies needed to apply the infection control guidelines will be maintained and kept accessible.
- e. Staff Development. The Superintendent or designee will make communicable disease and blood-borne pathogen education programs available to employees as appropriate to convey guidance on infection control procedures and inform employees about School District policies.

Legal Reference: 173 NAC 3 (HHS Control of Communicable Disease regulation) § 20-167 and § 20-168 (HIV/AIDs statutes)
Neb. Rev. Stat. § 79-264 (student emergency exclusion)
29 CFR 1910.1030 (OSHA Blood-borne Pathogens regulation)
ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq.
Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq.
Nebraska Fair Employment Practices Act-- § 48-1101 to § 48-1126 20 U.S.C. 1232g (FERPA)

Date of Adoption: August 11, 2014

Infectious Diseases:

In the event that a student, employee, or other person in frequent contact with students, employees or others present in Arapahoe Public Schools contracts an infectious disease, the determination of whether that person should be permitted to remain on duty, attend school or participate in school activities shall be made on a case-by-case basis. The following factors will be taken into consideration:

1. The behavior, neurological development, and physical condition of the student;
2. The expected type of interaction with others in the school setting;
3. The impact on both the infected person and others in that setting.

The determination of whether or not the infected person remains in the school shall be based on scientific and medical evidence.

When it is determined that an infected student poses an imminent threat to the health and safety of the school community or that the student's conduct presents a clear threat to the physical safety of himself, herself, or others, the provisions of the Communicable and Infectious Disease policies shall be implemented, providing for the exclusion of that student.

Any person with an infectious disease will retain the rights of confidentiality and privacy, limited to individuals in a need-to-know position (administrators and board members). The community shall be informed that an infectious disease is present in the school system and that the person will be excluded if the situation warrants such action, based on medical and legal advice. No information will be given out about the individual, his or her specific medical record, or about the family without the written permission of the individual (adult) or parent/legal guardian (student).

Legal Reference: 173 NAC 3 (HHS Control of Communicable Disease regulation) § 20-167 and § 20-168 (HIV/AIDs statutes)
Neb. Rev. Stat. § 79-264 (student emergency exclusion) 29 CFR 1910.1030 (OSHA Blood-borne Pathogens regulation) ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq.
Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq.
Nebraska Fair Employment Practices Act-- § 48-1101 to § 48-1126 20 U.S.C. 1232g (FERPA)

Date of Adoption: August 11, 2014

Personnel Files:

Any teacher, administrator, or full-time employee of any public school district shall, upon request, have access to their personnel file and shall have the right to attach a written response to any item in such file, and may in writing authorize any other person to have access to such file, which authorization shall be honored by the district. Such access and right to attach a written response shall not be granted with respect to any letters of recommendation solicited by the employer which appear in the personnel file. No other person except school officials while engaged in their professional duties shall be granted access to such file nor shall the contents thereof be divulged in any manner to any unauthorized person.

Legal Reference: Neb. Rev. Stat. § 79-539; § 79-8,109

Date of Adoption: July 12, 2004

Receiving Agents, Salespersons, and Other Business Representatives:

No school employee shall visit with or discuss business matters of a personal nature with any sales representative during the hours the employee is on duty in the school, except by special permission of the Superintendent or building principal.

Any agent or business representative calling on school personnel about school matters, such as, textbooks, publication of the school annual, class insignia, athletic equipment, school equipment, school supplies, building and custodial supplies, and the like, shall first obtain the permission of the Superintendent or building principal and it is the duty of the school employee to ascertain that the representative has such permission. In general, a teacher shall not interrupt class work to confer with such representatives.

Legal Reference: Neb. Rev. Stat. § 79-8,100

Date of Adoption: July 12, 2004

Use of School Facilities and Equipment by School Employees:

The Superintendent may approve use of school facilities, equipment and other resources by school employees, except for activities which result in personal or corporate gain and provided that such use is consistent with Policy No. 1100.

School vehicles shall not be available for personal use.

Date of Adoption: July 12, 2004

Activity Passes:

All employees and Board of Education members of the Arapahoe Public Schools may be given an activity pass which will admit the employee and spouse or Board of Education member and spouse to school activities. The activity pass may be used only by the person whose name appears on the pass.

Date of Adoption: July 12, 2004

Community Relations—Political Activity

The Board requires that staff members who desire to seek public office or to engage in other political activity likely to interfere with their normal work requirements seek prior Board approval.

In order to guard against placing students or staff members under undue pressure to adopt particular positions on political issues, the Board directs that employees avoid using their positions or their access to school materials or facilities for solicitation, promotion, recruiting or to otherwise work for the election or defeat of any candidate for public office or to influence the outcome of an election or a decision by a governing body on a political issue. Specifically, employees are restricted from the use of the following for such purposes.

1. Their position, whether as an instructor or as a leader or supervisor of other employees;
2. Classrooms, buildings or facilities;
3. Students; or
4. School equipment, materials or mailing systems.

These restrictions do not apply to employees who are engaged in authorized lobbying activities on behalf of the district. The restrictions also do not apply to the distribution of employee association correspondence or newsletters in the normal course of association business, even though those communication media may contain information concerning adopted positions of the association on political issues.

Date of Adoption: August 11, 2014

Fair Labor Standards Act (Minimum Wage & Overtime)

Workweek: The workweek for overtime purposes shall be 12:00 a.m. Sunday until 11:59 Saturday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime: Overtime will be paid to non-exempt employees as required by law. Compensatory pay in lieu of overtime pay may be implemented in accordance with law. A non-exempt employee shall not work overtime without the express approval of the employee's supervisor.

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

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

Legal Reference: Fair Labor Standards Act, 29 U.S.C. § 201 et seq. 29 CFR § 541.303; § 541.602; § 541.603; § 541.710; § 553.20-.28; and § 771.105

Date of Adoption: July 12, 2004

Shredding Consumer Reports

It is the policy of Arapahoe Public Schools to take reasonable measures to protect against unauthorized access to consumer information from consumer reports.^a A consumer report includes criminal background checks performed on applicants or employees by a third party. It does not include criminal checks performed by school staff.

Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following examples. These examples are illustrative only and are not exclusive or exhaustive methods for complying with this directive.

1. Shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed. Burning or pulverizing such papers are also options where appropriate.
2. Destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.
3. After due diligence,^b entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material in a manner consistent with this directive.

This policy does not require that the consumer reports information be disposed of; rather, it specifies the action to be taken whenever such disposal occurs. Questions regarding the disposal of consumer reports information should be directed to the Superintendent or the Superintendent's designee.

Legal Reference: FTC Rule on Disposal of Consumer Report Information and Records, 16 CFR Part 682

Date of Adoption: August 11, 2014

^a “The term ‘consumer report’ means any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for . . . (B) employment purposes.” Fair Credit Reporting Act, 15 U.S.C. § 1681a(3).

^b The FTC rule states: “In this context, due diligence could include reviewing an independent audit of the disposal company's operations and/or its compliance with this rule, obtaining information about the disposal company from several references or other reliable sources, requiring that the disposal company be certified by a recognized trade association or similar third party, reviewing and evaluating the disposal company's information security policies or procedures, or taking other appropriate measures to determine the competency and integrity of the potential disposal company.”

Social Security Numbers:

Employee social security numbers shall be kept confidential to the extent required by law. Use of more than the last four digits of an employee's social security number shall be made by the District only for:

1. Legal Mandates. Compliance with state or federal laws, rules, or regulations.
2. Internal Administration. Internal administrative purposes, including provision of employee social security numbers to third parties for such purposes as administration of personnel benefits and employment screening and staffing. However, the internal administrative uses shall not permit use of employee social security numbers:
 - a. As an identification number for occupational licensing.
 - b. As an identification number for drug-testing purposes except when required by state or federal law.
 - c. As an identification number for District meetings.
 - d. In files with unrestricted access within the District.
 - e. In files accessible by any temporary employee unless the temporary employee is bonded or insured under a blanket corporate surety bond or equivalent commercial insurance.
 - f. For posting any type of District information.
3. Voluntary Transactions. Commercial transactions freely and voluntarily entered into by the employee with the District for the purchase of goods or services.

The District will not use or require an employee to use more than the last four digits of an employee's social security number for:

1. Public Posting or Display. Any public posting or display available to the general public or to an employee's co-workers.
2. Internet Transmission. Transmission over the Internet unless the connection is secure or the information is encrypted.
3. Internet Access. To access an Internet web site unless a password, unique personal identification number, or other authentication device is also required to access the Internet web site.
4. Identifier. As an employee number for any type of employment-related activity.

Legal Reference: Neb. Rev. Stat. ' 48-2875 USCS § 552a (note) (Privacy Act of 1974)

Date of Adoption: August 11, 2014

Military and Family Military Leave:

Military leave and family military leave will be granted to the extent required by state and federal law.

Employees requesting military leave must notify the Superintendent as soon as they receive notification of activation. Employees are to attach a copy of their orders to a District leave request form when they prepare the request for military leave.

Employees requesting to take family military leave under the Nebraska statutes must notify the Superintendent at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the school, and for leaves of less than 5 days, notify the Superintendent of the leave request as soon as practicable.

Family military leave under the Family and Medical Leave Act (FMLA Policy No. 4007) will be provided in accordance with that law and subject to the provisions of the Board policy pertaining to FMLA leave.

Legal Reference: Neb. Rev. Stat. § 55-160 to § 55-166;
 Neb. Rev. Stat. § 55-501 to § 55-507
 29 U.S.C.A. § 2611, et seq. and 29 CFR Part 825 38 USC Sections 4301 to
 4333 and 20 CFR Part 1002

Date of Adoption: August 11, 2014

Notification of Arrest, Criminal Charges, and Certificate, License or Child Abuse Complaints

Employees must notify the Superintendent by the next working day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
 - a. The maximum penalty for the crime equals or exceeds six months incarceration;
 - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
 - c. Conviction would impact performance of employee's job responsibilities, including offenses that:
 - i. Would impact the responsibility to be a role model for students;
 - ii. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives our students, including on extracurricular activities; or
 - iii. Would impact the employee's Commercial Drivers License if the employee's job requires that the employee have a CDL.
 - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on school property or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.
 - e. Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense was not otherwise reportable.
2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Further, employees must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current employees must give such disclosure within ten days following adoption of this Policy. As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall be subject to being immediately revoked in the event the required disclosure was not given.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Superintendent of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.

Date of Adoption: August 11, 2014

Wage and Deduction Information:

Within ten working days after a written request is made by an employee, the Superintendent or designee shall furnish the employee with an itemized statement listing the wages earned and the deductions made from the employee's wages for each pay period that earnings and deductions were made. The statement may be in print or electronic format.

Legal Reference: Neb. Rev. Stat. § 48-1230

Date of Adoption: August 11, 2014

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 MySpace, Facebook, or other social networking site. 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.
- 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.

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.

Date of Adoption: August 11, 2014

Staff Operational Responsibilities

Concerns should be taken to the building principal. She/he is your immediate supervisor. If you do not feel the problem has been resolved then the chain of command should be followed which is superintendent then Board of Education (see: Organizational Chart, Policy No. 2130). It is important to follow this chain of command and avoid leaving out any part of the order.

Date of Adoption July 10, 2017

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.

Legal Reference: LB 217 (2019)

Date of Adoption: June 8, 2019

Qualifications for Appointment as Teacher:

To be eligible for appointment as a teacher, an applicant must have a minimum of a Bachelor's Degree from an accredited or approved college or university and have a current teaching certificate from the State of Nebraska, Department of Education (or provide satisfactory evidence that these requirements will be in place prior to commencement of duties), and such other certification or license as may be required by law.

Legal Reference: Neb. Rev. Stat. § 79-801 et. seq.

Date of Adoption: July 12, 2004

Qualifications for Appointment to Administrative and Supervisory Positions:

To be eligible for appointment to any administrative or supervisory position, an applicant must have a minimum of a Master's Degree from an accredited institution of higher learning with graduate training in educational supervision and administration from an accredited or approved college or university and have a current Administrative and supervisory certificate from the State of Nebraska, Department of Education (or provide satisfactory evidence that these requirements will be in place prior to commencement of duties), and such other certification or license as may be required by law.

Legal Reference: Neb. Rev. Stat. § 79-801 et. seq.

Date of Adoption: July 12, 2004

Certificated Employees

Contracts:

Certificated employees shall be recommended for hiring by the Superintendent with the final approval by the Board of Education prior to hiring. Final approval must be made by formal motion of the Board of Education. The final approval by the Board of Education should generally follow closely the recommendation of the Superintendent whenever possible, but such approval of recommendation is not mandatory on the Board of Education.

All contracts for employment of a teacher or administrator to be effective must meet the following conditions:

1. The contract must be in writing and contain such provisions as are required by law.
2. The employed person must hold a valid teaching or administrative certificate at all times.
3. The employed person must not be under contract to another district in this state.
4. The contract must be approved by at least four (4) school Board members and signed by a designated member of the Board.

No member of the Board of Education may cast a vote in favor of the election of any teacher when such member of the Board is related to him or her or to the majority of the Board by blood or marriage.

Legal Reference: Neb. Rev. Stat. § 79-817
 Neb. Rev. Stat. § 79-818 Neb. Rev. Stat. § 79-819
Date of Adoption: August 11, 2014

Certification:

Each certificated staff member shall hold at all times a valid Nebraska teaching or administrative certificate.

Legal Reference: Neb. Rev. Stat. § 79-802
Date of Adoption: August 11, 2014

Graduate Hours/Credits:

A teacher shall be given credit on the salary schedule as of September 1 for additional credits completed on the graduate level and verified in the Superintendent's office by an official transcript. Hours must be in a teaching area that is beneficial to both the teacher and the Arapahoe School or part of a graduate program in education leading to a Masters Degree in Education.

Date of Adoption: July 12, 2004

Probationary Certified Employees:

During the first three (3) years of employment with the School District, as determined and calculated in accordance with state law, a certificated employee shall be considered a probationary employee. A probationary employee's rights to continued employment status and non-renewal of a probationary employee's contract shall be determined according to law.

Legal Reference: Neb. Rev. Stat. § 79-824

Date of Adoption: July 12, 2004

Permanent Certified Employees:

A certificated employee who has been employed for the full probationary period as set forth in policy 4120 and in accordance with state law is a permanent certificated employee. A permanent certificated employee's rights to continued employment status and termination of said permanent certificated employee's contract shall be determined according to law.

Legal Reference: Neb. Rev. Stat. § 79-824

Date of Adoption: July 12, 2004

Assignment of Duties:

The Superintendent shall have the authority to assign and reassign teachers and other staff to extracurricular activities and other specific activities, including supervision of pupils in halls, study halls, playgrounds, work on faculty committees and staff activities, and other duties necessary for the operation of the school.

Legal Reference: Neb. Rev. Stat. § 79-839

Date of Adoption: July 12, 2004

Agents/Tutors:

Teachers and other certificated staff shall not act as agents, or accept commission, royalties, or other rewards for books or other school materials, the selection or purchases of which they may influence.

A professional employee may not provide private tutoring or professional services in exchange for compensation from a source other than the School District without advance approval of the Superintendent:

1. to a child that the employee teaches or provides professional services in the course and scope of the employee's duties to the School District; or
2. in a facility owned or under the control of the District; or
3. during the employee's duty hours.

Professional employees who accept engagements to provide private tutoring or professional services are to make clear that the services are not being provided on behalf of the School District to the extent the recipient of the services may in any way otherwise be caused to believe the services are provided through the School District.

Legal Reference: NDE Rule 27, § 27.402E, 27.403F and § 27.404B

Date of Adoption: August 11, 2014

Student Teachers and Pre-Student Teachers:

The district will cooperate with colleges and universities by allowing students who are preparing to teach to devote a reasonable amount of time to training in our schools, provided that this training will in no way impede the satisfactory progress of pupils.

Date of Adoption: July 12, 2004

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:

The Regular Substitute Teacher rate is currently \$110.00 per day.

A Long-Term Substitute Teacher is one who works for a single teacher continuously for more than fifteen (15) days. Starting on day sixteen (16) the long-term substitute teacher will be paid 1.5 time the regular substitute teacher rate for as long as he/she is still substituting continuously for the same teacher. Regular and Long-Term Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent or the Superintendent's Designee shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers.

Legal Reference: Neb. Rev. Stat. § 79-808
Date of Adoption: August 11, 2014
Date Revised: June 8, 2019

Allowances for Expense:

Teacher's expenses on trips in connection with the school or school activities will be paid by the district upon securing prior approval from the Superintendent and presentation of itemized expenses upon return.

Transportation:

Must use a school vehicle when available. With approval from superintendent, personal transportation can be used when school vehicles are not available, mileage for use of personal vehicle shall be reimbursed at the Internal Revenue Service rate. Mileage will be calculated using google maps.

Meals:

Arapahoe Public Schools will provide Per Diem funds at a total rate of \$35.00 per/day with \$8.00 for Breakfast, \$12.00 for lunch and \$15.00 for supper. Exceptions:

- Per-diem rate for travel days on trips over 50 miles from the school and involves an overnight stay is \$25 (71% of the daily per-diem rate).
- Per-diem rate for single day trips over 10 hours including driving and event time is \$18 (51% of the daily per-diem rate).
- Per-diem rates for day trips will be equal to the meal rate for the time of day the employee was gone.

Deductions will be made from the Per-diem rate equal to the meal rate of the meal included. For example, staying at a hotel that provides a complimentary breakfast will result in an \$8.00 deduction in Per-diem or lunch provided in the conference registration will have a \$12.00 deduction and so on.

Allowances for Student Expenses:Meals:

Arapahoe Public Schools will provide per diem funds only for students and/or alternates competing in and sponsors of all Nebraska State Activities Association (NSAA) state competitions at a total rate of \$35 per day for overnight trips. Funds distribution rate is \$8.00 for Breakfast, \$12.00 for lunch and \$15.00 for supper. Exceptions:

- Per-diem rate for travel days on trips over 50 miles from the school and involves an overnight stay is \$25 (71% of the daily per-diem rate).

Deductions will be made from the Per-diem rate equal to the meal rate of the meal included. For example, staying at a hotel that provides a complimentary breakfast will result in an \$8.00 deduction in Per-diem or lunch provided in the conference registration will have a \$12.00 deduction and so on.

All other Arapahoe Public School's extracurricular organizations will require prior approval from the Board of Education.

Date of Adoption: July 12, 2004

Date Revised: May 14, 2018

Legal Reference: Neb. Rev. Stat. §79-808

Professional Growth:

1. Required Professional Growth Activities: Every six years the teachers in the Arapahoe Public Schools system shall give evidence of professional growth as is approved by the school board in order to remain eligible for continued employment. Educational travel, professional publications, work on educational committees, college work, or such other activity approved by the school board may be accepted as evidence of "professional growth".
2. Professional Growth Period: This refers to each six year period during which teachers are required to give evidence of professional growth. A tenured teacher, upon employment on September 1, begins his/her initial six year growth period at that time, and end it on August 31, six years later. The beginning of the seventh year starts the second six year period.
3. Professional Growth Points: All teachers must earn a total of 24 professional growth points during each professional growth period. Each activity of professional growth has its own criteria for acceptance and evaluation. It is the individual teacher's responsibility to show that the activity did actually contribute to his/her professional development and to their increased effectiveness in the capacity in which he/she is employed. The requirement of proof may be accomplished in a variety of ways such as: written reports, AV presentations, grade transcripts, etc.
4. Procedures for Applying for Growth Credit: Application for credit of professional growth activities and college credit shall be made on forms prescribed by the Professional Growth Committee. A separate application shall be submitted for each activity for which growth points are requested. Application shall be initiated by the person requesting credit. Any activity not clearly defined as a possibility for professional growth must have preliminary approval before participation by the superintendent and principal. The application, together with substantiating evidence that the work has been completed, shall be given to the principal's office. After the professional growth committee has considered the application, then reviewed and signed by the superintendent, notice will be sent to the applicant of the approval or non- approval. After all the parties have taken action, the application will be filed in the applicant's personal file. Teachers may earn more than twenty-four professional growth points in a six year period and have these recorded on their record if they so request this to the superintendent/or principal.
5. Professional Growth Committee: A professional growth committee will be appointed by the superintendent. The principal and two teachers will make up this committee. The teachers will be appointed for a two-year period.
6. Classification of Activities - Listed are the activities for which growth points may be obtained and in addition, the maximum number of points allowed. The required 24 points may be earned in a single year or over a period of six years. Points earned during one growth period may not be carried over into the succeeding professional period, even though they may have earned in excess of the required number.

Professional Development Activities:

1. Formal Coursework
 - a. Five (5) points per credit hour
 - b. Two (2) points per audited hour
 - c. Classes taken for noncredit classes - three (3) points
2. Non-credit Coursework (Adult Education, Community Education) **must be pertinent to teacher's professional responsibilities**
 - a. Attendance - One (1) point per 10 hours of instruction.
 - b. Teaching - Two (2) points per 10 hours of instruction.
3. Workshops/Conventions/Clinics
 - a. Attendance
 - i. One (1) point per one-half day session
 - ii. Two (2) points per eight-hour day
 - iii. Three (3) points per eight-hour day and evening session
 - b. Presenter
 - i. Two (2) points per one-half day session.
 - ii. Four (4) points per eight-hour day
 - iii. Six (6) points per eight-hour day and evening session
4. Supplementary Teaching Responsibilities
 - a. University, College, Technical School Teaching - Three (3) points per credit hour
 - b. Student Teaching Supervision - Three (3) points per semester of supervision; maximum of six (6) points to be earned in a six-year growth cycle
 - c. Mentor Teacher - Three (3) points per assignment or year; maximum of nine (9) points to be earned in a six-year growth cycle
5. Other Approved Activities
 - a. Research and Publication - These professional activities require prior approval of the Professional
 - b. Development Committee. Points will be determined by the Committee before such activities are started.
 - c. Committee Work
 - i. Committee member - Total points to be determined by committee chair and Professional Development Committee (1 point per meeting)
 - ii. Committee chair - Two (2) times the point credit given to chair of the same committee.

If a staff member attends a workshop or conference for one and one-half hours (1/2 point possible credit), then that workshop may be referred to the Professional Growth Committee, if accompanied by another application from the same category for another one-half point.

No more than eight growth points can be awarded in the areas of extra-curricular activities in any growth period.

All applications eligible for consideration must be turned into the principal's office during the six year

growth period of time.

Legal Reference: Neb. Rev. Stat. ' 79-830

Date of Adoption: August 11, 2014

^c Except Arapahoe Public Schools sponsored workshops.

^d "Pre-approved Activities" shall mean those professional growth activities proposed by the certificated employee to be credits with points for purposes of professional growth under this policy that have been approved for such purpose in writing by the Superintendent and Principal.

ARAPAHOE PUBLIC SCHOOLS REQUEST FOR PROFESSIONAL GROWTH POINTS (PGP)

(Completed form is to be returned to the Committee, Chairperson)

NAME: _____

DATE: _____

COLLEGE CLASSES:

_____ Undergraduate _____ Graduate Title/Course No. _____

Class dates: _____

P.G.P. earned: _____ (5 pts. per semester hour.)

ADULT EDUCATION CLASSES

Name of Class _____

Class dates: _____

P.G.P. earned: _____ (1 pt. per 10 clock hours.)

PROFESSIONAL MEETINGS:

Meeting attended: _____

Date(s) of Meeting: _____

P.G.P. earned: _____ (1 pt. per half day)

Presentation at Professional Conference: _____

(Title)

Date of Presentation: _____

P.G.P. earned: _____ (2 pts.)

TEACHING:

College Level Course:

P.G.P. earned: _____ (3 pts. per semester hr.)

Adult Education Course: _____

P.G.P. earned: _____ (1 pt. per 5-clock hrs.)

STUDENT TEACHER:

Dates of Supervision: _____

P.G.P. earned: _____ (3 pts. per student-teacher)

Mentor Teacher: P.G.P. earned: _____ (3 pts. per assignment)

OTHER ACTIVITIES & Committee Work

Team Evaluation: dates and location: _____

P.G.P. earned: _____ (3 pts. per assignment)

Publications:

Title/date: _____

(Attach copy of article)

P.G.P. earned: _____ (5 pts. per article)

Certificated Employees

School Visitation: date and location: _____

P.G.P. earned: _____ (2 pts. per day per visit.)

Other: _____

as approved by Professional Growth Committee

TO BE COMPLETED BY COMMITTEE:

_____ Approved

_____ Not Approved

_____ Points Earned

_____ Total Points to date.

Signed by Committee Chairperson

Teacher Training:

1. The district shall provide and promote development programs for all professional staff including Superintendent, principals, teachers and the Board of Education. Features of the staff development program:
2. Staff development resources and time shall be allocated in keeping with the key values and priorities of the district.
3. The staff development program shall concentrate on the programs and practices of effective schools and teaching, goal setting, assessment procedures, evaluation of staff, and the change process.
4. Content shall be selected that has been verified by research to improve student outcomes.
5. Teachers shall be actively involved in initiating, planning, and conducting the development programs for teachers.

Date of Adoption: July 12, 2004

Employees Evaluation of Teachers:

These evaluation procedures are applicable to certificated staff (teachers). Administrators are not covered by this evaluation policy.

1. Communication of Evaluation Process:

Annual written communication of the evaluation process to those being evaluated shall be made by distributing a copy of the evaluation instrument to the certificated staff at the beginning of each school year.

2. Duration and frequency of observations and written evaluations:

The duration and frequency of observations and written evaluations for probationary and permanent (tenured) teachers are to be as follows:

a. Probationary Teachers:

- i. Formal observations of probationary teachers shall be based upon actual classroom observations for an entire instructional period.
- ii. Probationary teachers shall be formally observed and evaluated at least once each semester.
- iii. The responsible evaluator is expected to complete the second semester evaluations of probationary teachers prior to April 15 of each year.

b. Permanent Teachers:

- i. Formal observations and evaluations of permanent teachers are to be based upon actual classroom observations for an entire instructional period.
- ii. Permanent teachers are to be formally observed and evaluated at least once each school year.

c. Teachers' Responsibility. Teachers are expected to inform the responsible evaluator of instructional periods that would be conducive to an evaluation and to make themselves readily available for evaluations. In the event the responsible evaluator has not initiated the evaluation process nearing the time within which an evaluation is required to be completed, the teacher has the responsibility to notify the responsible evaluator such that the evaluation can be completed when due.

d. Failure to Complete Evaluations: For permanent teachers, a failure to complete evaluations with the designated duration and frequency shall not give the permanent teacher rights, but is to be considered in evaluating the responsible evaluator's performance.

e. Informal Observations and Evaluations: Informal observations and evaluations may be conducted as the administration determines to be appropriate.

f. Additional Observations and Evaluations: The duration and frequency of observations and written evaluations is specified as a minimum. Observations and evaluations of greater frequency or number than required may be conducted and made at the request of the teacher or in the discretion of the evaluator.

3. Evaluation Criteria

Teachers shall be evaluated based upon the following district-defined evaluation criteria:

- a. Instruction, which includes:
 - i. Instructional Process
 - ii. Instructional Climate, which includes Classroom Organization and Management
- b. Professionalism, which includes:
 - i. Professional Conduct
 - ii. Personal Conduct
- c. Improvement, which includes:
 - i. Teaching Improvement
 - ii. School Improvement

The descriptors set forth in the evaluation instrument approved by the board of education set forth the specific district-defined criterion within each of the foregoing criteria areas.

In preparing summative evaluations, evaluators are to consider not only the formal observations conducted, but also informal observations and other relevant information concerning the performance of the teacher in each of the evaluation criteria.

4. Communication of Deficiencies:

The evaluation process shall include written communication and documentation to the evaluated teacher specifying all noted deficiencies, specific means for the correction of the noted deficiency, and an adequate timeline for implementing the concrete suggestions for improvement.

As professionals, teachers may be assigned responsibility to provide suggestions for improvement plans or job growth strategies and shall have the duty of complying with such requests. Further, in the event improvement plans or other similar performance measures are implemented, teachers shall have the duty to comply with such plans. Teachers are expected to be cooperative, professional, and to exhibit a willingness to improve performance and to accept the constructive criticisms and suggestions of the evaluator.

5. Teacher Responses to Evaluations:

Teachers shall be provided seven calendar days from receipt of an evaluation in which to give a written response to the evaluation.

6. Plan for Training Evaluators:

All evaluators shall possess a valid Nebraska Administrator's Certificate and be trained to use the evaluation system used in the District. Training sessions in the use of the District's teacher evaluation system will be provided by the Superintendent or designee to all evaluators prior to their participation in teacher evaluations. Refresher training is to be conducted as the Superintendent determines to be needed.

Legal Reference: Neb. Rev. Stat. § 79-828 (Evaluation of Probationary Teachers) NDE Rule 10

Date of Adoption: August 11, 2014

Payment of Salary:

Salary payments for full time, regular contract and certified employees shall be made, for services rendered, on a twelve (12) months or twelve (12) installment basis, payable on the fifteenth (15th) day of each month.

Date of Adoption: July 12, 2004

 Certificated Employees

Reduction in Force Policy for Certificated Staff:

Reductions-in-force of certificated staff member may be required due to decreasing enrollments, limited financial support, changing programs, or other changes in circumstances. If such changes occur and a reduction of certificated staff is necessary, the Superintendent (or his designee) shall recommend to the Board of Education those certificated employees to be reduced under the reduction-in-force provisions of the continuing contract laws; provided, however, that no permanent employee may be reduced through a reduction-in-force while a probationary employee is retained to perform a service in a position that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

Due to the often intimate, confidential, and unique personal working relationship necessary between the administration and the Board of Education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

The selection of personnel to be reduced shall be made with consideration given to the following:

1. programs to be offered	5. contributions to activity programs
2. areas of certification and endorsement	6. qualifications based on past performance and competence as determined by the Principal and/or Superintendent through employee evaluation procedures
3. state and federal regulations which may mandate certain employment practices	7. the organizational and educational impact created by multiple part time certificated employees
4. special qualifications that may require specific training and/or experience	8. any other reasons which can be rationally related to the instruction in or administration of the school system

Employee evaluations (including frequency of evaluations, evaluation forms, and number and length of classroom observations, if applicable) used for purposes of this policy shall conform to the board policies and administrative rules, regulations, and practices (in effect at the time) related to the periodic evaluation of certificated staff members.

If, after consideration of the above, it is the opinion of the Superintendent that no significant difference exists between certificated employees being considered for reduction-in-force, then the employee with the longest uninterrupted service to the district shall be retained. Uninterrupted service time shall accrue the same for all certificated employees regardless of their full time equivalency. Uninterrupted service time for employees employed less than a full school year shall accrue according to the number of contract days worked. Uninterrupted service time shall not accrue for certificated employees on leave of absence for more than forty (40) days.

Any certificated employee whose contract is terminated because of reduction-in-force shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to re-employment for a period of twenty-four months commencing at the end of the contract year and the employee shall be recalled on the basis of length

Certificated Employees

of uninterrupted service to the school to any position for which he or she is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits that had accrued to said employee prior to the reduction, but such leave of absence shall not be considered as a year of employment by the district. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.

It shall be the responsibility of such certificated employee to file (with the Superintendent of Schools) a copy of said employee's teaching certificate (including endorsements) upon initial employment with the district. On or before April 15 of each year thereafter (for so long as the employee is employed in the school system or has rights of recall) evidence of any changes in said employee's certification or endorsements which have occurred (since April 15 of the previous year) or are pending shall be filed with the Superintendent of Schools.

Any certificated employee whose employment contract is reduced as a result of reductions-in-force shall (during his/her period of recall) report his/her current address to the Superintendent of Schools and shall inform said Superintendent of any changes of address thereafter. If a vacancy in the system occurs for which said employee has rights of recall, the offer of such employment may be sent by said Superintendent to said employee's last known address. If no acceptance of such offer is received from said employee within fourteen days of mailing and the Superintendent has no personal knowledge of the whereabouts of said employee (other than said last known address), the employee shall be deemed to have waived his/her rights to recall to said employment position.

Anything in this policy to the contrary notwithstanding, this policy shall specifically permit and allow reductions in force to occur which deal with total elimination or termination or amendment of contracts or positions, which deal with reductions in force from full-time to part-time, which deal with reductions in force from part-time to a lesser part-time, or which deal with any other reductions in force which result in the termination or amendment of a certificated employee's contract or employment position.

Legal Reference: Neb. Rev. Stat. § 79-846 to § 79-849

Date of Adoption: August 11, 2014

Certificated Employees

Certificated Employee Leave of Absence:

After a minimum of three (3) years of employment in Arapahoe Public Schools, a teacher may apply for a one-year leave of absence. Criteria to be considered by the superintendent in recommending approval or denial of a request include:

1. No more than one Elementary teacher and no more than one Secondary teacher may be on leave during the same year. If more than one request is received from the Elementary or Secondary, the administration shall decide based on factors including the date of application, the reason for requesting leave, the subsequent value to the school district, and seniority.
2. Requests for the one-year leave of absence must be submitted in writing to the Superintendent prior to March 1 through the Superintendent.
3. A qualified replacement must be found before the leave is approved.
4. No salary or benefits will be paid to the teacher by the district during the year of absence. Continued group health insurance may be obtained, subject to the approval of the insurance carrier; the premiums for such insurance shall be paid by the teacher in advance. Upon return, the teacher will be placed on the salary schedule at the vertical step earned prior to the beginning of the leave period.
5. A teacher who wishes to return from leave shall notify the Superintendent in writing by March 1. If no such notice is received by March 1, the teacher is considered to have resigned. The school district shall not be responsible for reminding the teacher of the required return notice.
6. A teacher returning from leave is not guaranteed the same position held before the leave of absence. However, an effort will be made to arrange for the same or a comparable position placement.
7. A teacher shall enter into a written agreement with the Board of Education setting forth the terms of such leave of absence.

Date of Adoption: August 11, 2014

Dual Sponsorship of Activities:

In any instance where more than one teacher is assigned to the sponsorship of an activity for which a stipend is paid, each teacher thereby assigned shall receive payment of the stipend as is specified in the negotiated agreement between the certificated teaching staff and the school district. Should two or more teachers receive administration approval to share the sponsorship of any activity, only an amount equal to one stipend as specified shall be made but shall be equally divided among those teachers sharing the sponsorship.

Date of Adoption: July 12, 2004

Negotiations:

Rules and Regulations

ARTICLE I. ADOPTION

These rules and regulations for conducting negotiations by and between the Board of Education of the Arapahoe Public Schools (hereinafter referred to as the "Board") and the Arapahoe Education Association (hereinafter referred to as the "Association") have been adopted by the above mentioned Board in a legal meeting held on the 17th day of January, 1984, and will continue in full force, until amended and/or altered by official Board action.

ARTICLE II. RECOGNITION

The Board recognizes the Association as the official negotiating agent for all certificated personnel, except the superintendent and principals. However, the Board does not necessarily preclude individual certificated employees from representing themselves individually in their employment relations.

ARTICLE III. PROCEDURES

1. Negotiations Team:

Each negotiations team shall consist of no more than three persons, with one person designated as spokesman for each team. To maintain continuity in the negotiation process, the same three persons should serve throughout the negotiations unless illness or emergencies prevent their attendance. In that event, substitutions shall be allowed.

The Board shall have present as official recorder, a person of their choosing, who shall record proceedings of all negotiating meetings. After final draft of the proceedings and after approval and signing by the chairmen of both teams, the Association will receive a copy of such proceedings.

2. Instigations of Negotiations:

The request of the Association to meet and confer, specifying the areas to be discussed for the next contractual year, shall be submitted in writing by the Association to the President of the Board and to the Superintendent of Schools on or before February 1 in any given school year. The Board shall reply in writing within 30 days of the receipt of such request, on its decision to accept or reject in whole or in part the request as submitted by the Association.

3. Negotiation Procedures:

Upon the Board's written agreement to negotiate all or parts of the request, the first session shall be held within 21 days. All issues accepted for discussion shall be submitted in detailed written form by the Association to the negotiating committee of the Board at the first session. Following the initial session, additional meetings shall be held as the parties may require to reach agreement or until impasse is declared. A member of the Board's negotiating committee shall chair the meetings. Either party may request a caucus at any time during the negotiating sessions. Meetings shall not exceed two (2) hours in length.

4. News Media:

The negotiating sessions shall not be open to the public or news media. During the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released unless such an issuance has the prior

approval of both parties.

5. Agreement Culmination

When agreement is reached covering the areas under discussion, the proposed agreement shall be reduced to writing and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and by a majority of the Board, the Board shall take such action as necessary to formally adopt and implement the agreement.

6. Resolving Differences

The provisions available under Nebraska State Law shall be followed in an attempt to resolve an impasse should such occur.

7. Obligation to Negotiated Agreement

The Board recognizes and accepts its legal and moral obligation to honor the negotiated agreement during the effective term of each agreement. In addition, however, it is the Board's unequivocal position to retain the right to determine all other terms and conditions of employment which have not been agreed to through professional negotiations or which are declared by the Board to be the sole prerogative of management to impose. The Board also recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes and therefore has the same rights and responsibilities as before any agreement.

Date of Adoption: July 12, 2004

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 race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
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. § 79-859, § 79-866;
92 NAC 27 (NDE Rule 27)
Date of Adoption: August 11, 2014

Qualifications of Non-Certificated Employees:

Non-certificated employees shall meet the statutory license requirements and such other qualifications as may be determined by the Board and the Superintendent.

Date of Adoption: August 11, 2014

"At Will" Employees:

All non-certificated employees and non-certificated assignments shall be employed on an "at will" basis. Non-certificated employees shall have no property right in continued employment and need not be accorded a hearing or any other procedural or substantive due process, prior to termination of their employment.

Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the appraisal process or program for non-certificated employees shall be or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the "at will" employment of non-certificated employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

Date of Adoption: July 12, 2004

Employees Hiring/Dismissal:

The Board of Education hereby delegates to the Superintendent the authority to hire, suspend and dismiss non-certificated employees (employees in positions that do not legally require a teacher or administrative certificate) on behalf of Arapahoe Public Schools. Such authority shall be exercised in compliance with the policies of the Board of Education. The Board of Education reserves the authority to modify or reverse any such action taken by the Superintendent.

Dismissal of non-certificated employees shall be on an at-will basis; as such, employees are subject to termination at any time without cause, without prior disciplinary action or progressive discipline, and irrespective of the lack of any evaluation or the irregularity in any evaluation process.

Date of Adoption: August 11, 2014

Contract:

All non-certificated employees shall be required to sign an "at will" employment contract with the school district as a condition precedent to employment or continued employment with the school district. The non-certificated "at will" employee contract shall be in the form as proposed by the Superintendent and approved by resolution of the Board of Education.

Date of Adoption: July 12, 2004

CLASSIFIED EMPLOYEE'S EMPLOYMENT AGREEMENT

This Employment Agreement is entered into between Arapahoe Public Schools, hereinafter referred to as the "District," and _____, hereinafter referred to as the Employee.

WITNESSETH: The District hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment on the following terms and conditions:

Section 1. Term of Contract. The term of this contract shall commence effective on the 1st day of August 20 ____, and shall terminate on the 31st day of July 20 ____. The contract and employment is on an "at will" basis and may be earlier terminated pursuant to Section 4. The contract may be extended for like periods by written agreement.

Section 2. Compensation and Benefits.

- a. Salary Worksheet: Employee shall be paid a salary and benefits in accordance with the Salary Worksheet attached hereto and incorporated by this reference. Salary shall be payable in twelve equal installments on the regular payroll date each month.
- b. Leaves: Vacation leave days are earned on a proportionate basis throughout the year (for example, if the District provides 12 days per year, one day is available each month); the District may permit advance leave days to be taken in its discretion. Unused leave does not carry forward from one year to another. There shall be no pay in lieu of unused leave.
- c. Deductions: The Employee authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment.
- d. State Retirement: This employment is subject to provisions of the School Employees State Retirement Act.
- e. FLSA Exemption: Employee is Exempt _____ Not Exempt _____ (check as applicable) under the FLSA guidelines. Employee agrees that this overtime-exempt determination is accurate.

Section 3. Duties of Employee.

- a. Position: Employee is employed in the position of _____
- b. Duties: The duties of the Employee shall include such duties as may be set forth in the applicable job description for the position, the policies of the Board of Education, and as are assigned by the Superintendent and by the Employee's supervisor. The Employee agrees to perform the duties faithfully and to the best of the Employee's ability.
- c. Board Policies: The Employee shall comply with the policies of the Board of Education, the rules and regulations of the District and the directives of supervisors. The Employee agrees that the policies of the Board of Education and rules and regulations of the district may be changed at any time, with or without notice to the Employee.
- d. Duty Hours: The days and hours of employment shall be as assigned by the Superintendent or the Employee's supervisor. Regular, dependable attendance is an essential function of the Employee's position.
- e. Assignment: The Employee may be assigned to different positions and duties and in such event the Board shall retain the discretion to adjust the salary and benefits commensurate with such changed

position or duties.

Section 4. Termination of Employment.

- a. Termination by District: This agreement creates no property right in continued employment. It may be terminated by the District, with or without cause or hearing, upon giving two (2) calendar weeks’ notice or pay in lieu of notice, provided that in the event of just cause for termination, no notice or pay in lieu of notice shall be required.
- b. Termination by Employee: In the event of Employee submits a resignation or otherwise terminates the agreement prior to July 31, 20 (or prior to an extended term entered into between the District and the Employee), the resignation shall not become effective until approval by the Board which, unless waived by Board action, shall be subject to the condition that Employee pay liquidated damages for such early termination as follows: resignation effective more than 90 days prior to term—fifteen percent (15%) of annual salary; resignation effective more than 60 days but less than 90 days prior to term—ten percent (10%) of annual salary; and resignation effective at any other time prior to the effective date but without two (2) weeks written notice—five percent (5%) of annual salary. The Employee agrees that such liquidated damages are necessary for the reason that early resignations and resignations without advance notice present severe problems for the District in obtaining suitable replacements, the damages from such are difficult to fix, and the established liquidated damages approximate damages to the District.
- c. Compensation upon Termination. Upon termination, the compensation to be paid shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of termination bears to the twelve months in the annual salary period in which termination occurs. (In the event salary is fixed on a period other than twelve months, the same proration method shall be used for the period over which the salary has been fixed). Any portion of compensation, whether in the form of salary or benefits, paid or provided but not earned prior to termination, shall be refunded to the District by the Employee. The Employee authorizes a set-off from compensation for any damages due the District from the Employee for reason of liquidated damages or otherwise.

Section 5. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 6. Entirety of Agreement and Amendments. This Employment Agreement constitutes the entire agreement and no representations, promises, agreements or undertakings made by or on behalf of the District, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Superintendent or the Board of Education.

Executed this ____ day of _____ 20____ _____ Employee	Executed this ____ day of _____ 20____ Arapahoe Public Schools _____ Superintendent or other Authorized Official
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Non-Certificated Employees

Classified Employee Benefit Schedule													
10 Month	Emp. Health only	No	Yes	7	30	1	2	None	8	Yes	Prior Supt Approval	Only if working lunch	No
School Calendar Employee	Emp. Health only	No	Yes	7	30	1	2	None	None	Yes	Prior Supt Approval	Food Service & those working lunch	No
Transportation Staff	Emp. Health only	No	No	7 days at Sched Route Pay	30 days at Sched Route Pay	None	2	None	None	No	Prior Supt Approval	No	\$35/Month Stipend
Classified Contract	Health	Dental Ins	Disability Ins	Leave Per Year (8 hr days)				Vacation	Holidays	Lunch	Overtime	Paid L/B/M	Cell Phone
Months Worked<25 Hrs./Week	Dist. Paid	Dist. Paid	Dist. Paid	Sick	Sick Accum	Personal	Bereavement	(8 HR DAYS)	(8 HR DAYS)	30 Min	Limited	Taxable Benefit	Stipend
12 Month	No	No	No	4	20	0	1	0	0	No	No	No	No
10 Month	No	No	No	3	15	0	1	0	0	No	No	No	No
School Calendar Employee	No	No	No	2	15	0	1	0	0	No	No	No	No
Bus Drivers	No	No	No	7 days at Scheduled Route Pay	15 days at Scheduled Route Pay	None	1 day at Scheduled Route Pay	None	None	No	Prior Supt Approval	No	\$35/Month Stipend

10 Month Emp. =>25Hrs /Week
Transportation Director

School Calendar Emp. => 25Hrs /Week
Paraprofessionals
Food Service (plus two weeks)
Teacher's Aide

12 Month Emp. => 17.5Hrs/Week
Business Manager
Secretary/Data Manager
Secretary/Summer Food Service
Co-Head Cook/Summer Food Service
Custodial Staff

School Calendar Emp. <=25 Hrs. /Week
Bus Drivers
Custodial Staff

School Cell Phone
Head Custodian

10 Holidays
Fourth of July
Labor Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas
New Year's Eve
New Year's
Good Friday
Memorial Day

8 Holidays
Labor Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas
New Year's Eve
New Year's
Good Friday

**** Grandfathered Only**

Non-Certificated Employees

Deduction Change Form:

Income Summary	
Monthly Salary:	\$
Monthly Fringe:	\$
Total Salary Available:	\$

Deductions	
Health Insurance:	\$
Dental Insurance	\$
403.b	\$
Section 125	\$
Credit Union	\$
Direct Deposit	\$

Please use this worksheet to make any changes in your deductions. Salary Reduction Agreements are required to make changes to annuities. As an employee of the Arapahoe Public Schools, I voluntarily authorize the above deductions effective on the signed date.

_____ Employee	Date: _____, 20____
_____ Superintendent	Date: _____, 20____

Leave Without Pay

Staff members must use all accumulated sick leave in order to receive disability benefits. All staff members must use accumulated leave prior to taking unpaid leave.

A staff member who has exhausted all accumulated leave but is unable to return to work for medical reasons or to care for an immediate family member (defined below) shall retain district paid benefits for a period of not more than two-months of unpaid leave. At the end of two-months of unpaid leave, the employee will no longer qualify for the district's benefit plan at which time the employee will receive information on and will be eligible for health insurance through COBRA at the employee's expense. Other benefits including but not limited to dental, and short-term and long-term disability are included in this policy.

1. A deduction of employee's salary will occur at a per-diem rate calculated using the number of contracted days (employee specific) for each day of unpaid leave.
2. Once unpaid leave begins, the employee will continue to receive district paid health insurance and other district benefits for a period of two months as long as the leave is for one of the following reasons:
 - a. personal illness or injury,
 - b. illness or injury of a child, step-child, adopted child, a parent, step-parent, parent-in-law,
 - c. illness or injury of a spouse or significant other, or
 - d. a medical reason for a family member other than those indicated above with approval of the superintendent.
3. Individual days of unpaid leave will count towards the two-month total per year.
4. Unpaid leave for any reason other than those indicated above will require the employee to reimburse the district at the per-diem rate for all benefits.

Date of Adoption:

Assignment and Transfer:

Each non-certificated employee shall be assigned to a position at the direction of the Superintendent and may be transferred to any other position as the Superintendent may direct.

Date of Adoption: July 12, 2004

Employees Complaint Procedure:

The normal procedure to be followed by each employee regarding a personal complaint related to his/her employment is to discuss the matter in a personal conference with the school principal or with the supervisory officer directly in charge. When the nature of the complaint dictates otherwise, the employee is entitled to present the complaint to any higher supervisory officer. An unsatisfactory result with the school principal or with the supervisory officer may be taken to the Superintendent.

Date of Adoption: July 12, 2004

Non-Certificated Employees

Employees Complaint Form:

This complaint form is to be used when a non-certificated employee of Arapahoe Public Schools has a personal complaint related to his/her employment. The initial step for such a complaint is to have a conference with the school principal or with the supervisory officer directly in charge. That step may be undertaken informally, without completing this form.

This form is to be completed if the employee is dissatisfied with the outcome at the initial step and wishes to have his/her complaint reviewed at the next level.

Date: _____ Name: _____

1. Description of the complaint: _____

2. Names of any witnesses to the matter being complained about: _____

3. Identify and attach any material supporting the complaint:

4. Date of the personal conference with the principal or supervisory officer: _____

5. Response given by principal or supervisory officer to the employee's complaint: _____

6. Relief requested (what I want done in response to this complaint): _____

The undersigned states: I have a reasonable belief that the facts in this complaint are true and accurate and I give permission for an investigation to be made into this complaint.

Received By: _____

Signature: _____

Date: _____

Bus Drivers:

Bus drivers are selected from qualified applicants by the superintendent and recommended to the Board of Education for employment. Bus drivers must meet all the requirements prescribed by Nebraska Law.

Benefits: See Policy No. 4220.1 for Benefit Schedule

Bus Routes: Bus Drivers will be paid on a per-route bases.

Bus drivers will be paid at an hourly rate established annually by the Board for school activity and field trips.

Bus Drivers can choose to have the pay for their yearly* scheduled routes annualized but will not be classified as salaried employees. When a driver is unable to drive and has no leave available, route pay will be deducted fully during the pay period. Substitute drivers will be paid for each route driven.

* Calculated on 175 day school days)

Legal Reference: Neb. Rev. Stat. § 79-608
 NDE Rules 91 and 92

Date of Adoption: July 12, 2004

**Classified Employee Notice of Performance Concerns
Arapahoe Public Schools**

Employee

Date of Review

Location

Position

CONCERNS: Check appropriate item(s)

<input type="checkbox"/> Knowledge and performance of job	<input type="checkbox"/> Failure to follow policies
<input type="checkbox"/> Attendance	<input type="checkbox"/> Ability to work cooperatively with others
<input type="checkbox"/> Punctuality	<input type="checkbox"/> Failure to exhibit appropriate judgment and
<input type="checkbox"/> Neglect of Duty	<input type="checkbox"/> Other

Description of Incident including date(s) of occurrence:

Recommendations for Improvement:

Supervisor

Date

*

Employee

Date

* Employee signature indicates that the employee has reviewed this document. The employee is also being notified that further infractions of this nature or any other type may result in further disciplinary action, which may include termination.

Original to file; copies to Employee, Supervisor

**Certification for Serious Injury or
Illness of a Current
Service-Member - -for Military
Family Leave (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: 5/31/2018

Notice to the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a current service-member to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertification's, 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 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 CFR 1635.9, if the Genetic Information Nondiscrimination Act applies.

SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICE-MEMBER for whom the Employee Is Requesting Leave

INSTRUCTIONS to the EMPLOYEE or CURRENT SERVICE-MEMBER: Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a service-member. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE

PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the service-member medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a current service-member's serious injury or illness includes written documentation confirming that the service-member's injury or illness was incurred in the line of duty on active duty or if not, that the current service-member's injury or illness existed before the beginning of the service-member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current service member is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. 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. Limit your responses to the service member's condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 CFR 1635.3(f), or genetic services, as defined in 29 CFR 1635.3(e).

SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICE-MEMBER for whom the Employee Is Requesting Leave:

(This section must be completed first before any of the below sections can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and Address of Employer (this is the employer of the employee requesting leave to care for the current service-member):

Name of Employee Requesting Leave to Care for the Current Service-member:

First Middle Last

Name of the Current Service-member (for whom employee is requesting leave to care):

First Middle Last

Relationship of Employee to the Current Service-member: Spouse Parent Son
Daughter Next of Kin

Part B: SERVICE-MEMBER INFORMATION

1. Is the Service-member a Current Member of the Regular Armed Forces, the National Guard or Reserves? Yes No

If yes, please provide the service-member's military branch, rank and unit currently assigned to:

Is the service-member assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?

Yes No

If yes, please provide the name of the medical treatment facility or unit: _____

2. Is the Service-member on the Temporary Disability Retired List (TDRL)? Yes No

Part C: CARE TO BE PROVIDED TO THE SERVICE-MEMBER

Describe the Care to Be Provided to the Current Service-member and an Estimate of the Leave Needed to Provide the Care: _____

SECTION II: For Completion by a United States Department of Defense (“DOD”) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (“VA”) health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator).

(Please ensure that Section I above has been completed before completing this section. Please be sure to sign the form on the last page.)

Part A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider’s Name and Business Address: _____

Type of Practice/Medical Specialty: _____

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider, or (5) a health care provider as defined in 29 CFR 825.125: _____

Telephone: () _____ Fax: () _____ Email: _____

PART B: MEDICAL STATUS

- The current Service-member’s medical condition is classified as (Check One of the Appropriate Boxes):
 - (VSI) Very Seriously Ill/Injured** – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)
 - (SI) Seriously Ill/Injured** – Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)
 - OTHER Ill/Injured** – a serious injury or illness that may render the service-member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

NONE OF THE ABOVE (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.)

2. Is the current Service-member being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces? Yes No
3. Approximate date condition commenced: _____
4. Probable duration of condition and/or need for care: _____
5. Is the service-member undergoing medical treatment, recuperation, or therapy for this condition?
Yes No If yes, please describe medical treatment, recuperation or therapy:

PART C: SERVICE-MEMBER'S NEED FOR CARE BY FAMILY MEMBER

1. Will the service-member need care for a single continuous period of time, including any time for treatment and recovery? Yes No
If yes, estimate the beginning and ending dates for this period of time: _____
2. Will the service-member require periodic follow-up treatment appointments? Yes No
If yes, estimate the treatment schedule: _____
3. Is there a medical necessity for the service-member to have periodic care for these follow-up treatment appointments? Yes No
4. Is there a medical necessity for the service-member to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?
Yes No
If yes, please estimate the frequency and duration of the periodic care: _____

Signature of Health Care Provider: _____ Date: _____

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, in accordance with 29 U.S.C. 2616; 29 CFR 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 20 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 AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**