

# Burwell Public Schools



**2021-2022**

**Teacher Handbook**

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**Burwell Public Schools  
Teacher Handbook  
2021-2022 School Year**

**FOREWORD**

**Section 1 Intent of Handbook**

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

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

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

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

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

This handbook will be in effect for the 2021-2022 school year and subsequent school years unless replaced by a later edition.

**Section 2 Information about Burwell Public Schools**

Burwell Public Schools is a Class III school located in the middle of the state of Nebraska bordering the edge of the Sandhills. We are a three building system. We have one elementary only school with grades K-6, a Preschool, and Burwell Jr. Sr. High School consists of grades

7-12. Our school population is approximately 300 students. Burwell Public Schools system was established in June of 2006.

### **Section 3 School Mission Statement**

“It is the mission of Burwell Public Schools to provide educational opportunities that promote lifelong learning, to encourage the desire for greater knowledge, to strive for excellence with involvement of parents and community, and to prepare every person to be a productive and responsible citizen in a diverse, changing society.” (revised fall 2006)

#### **Burwell Public School Beliefs;**

- 1. We believe education should challenge students to reach high standards and to learn to their full potential.**
- 2. We believe that all students have the ability to learn, have unique skills and talents, and need to be taught using a variety of teaching tools that will result in individual growth and success.**
- 3. We believe communication, cooperation and mutual trust between community, parents, staff and students is essential to achieve the best possible education for our children.**
- 4. We believe education should develop communication skills, problem solving skills and technological skills for life-long learning.**
- 5. We believe the moral values and spiritual training of the home should be respected by the school.**
- 6. We believe the school system should encourage respect, excitement, cooperation, leadership, learning and pride in their school and community.**

An essential education is one that enables students to reach the following outcomes:

- Proficient in meeting the State’s academic content standards and essential learnings and such additional standards as are established by the Board of Education
- Successful at each educational level and in transitioning between those levels from early childhood through postsecondary education and/or career entry
- Effective in functioning in and contributing to our culturally diverse democratic society

The District seeks to provide an essential education by developing and maintaining:

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;

Implementation of a curriculum that meets the following:

- Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learnings in visual and performing arts, world languages, technology, health and physical education, and career and technical education

and such additional standards; as are established by the Board of Education;

- Is appropriate for the developmental level of the students;
- Addresses diverse learning needs;
- Instills a passion for learning and the importance of life-long learning
- Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;
- Develops expected work ethics, as well as group participation and leadership skills;
- Incorporates character education and multicultural education, including respect for diversity;
- Provides for application of technology in all learning areas;
- Provides access to advanced courses; and
- Is organized in a schedule that is functional and meets student needs in all curriculum areas.

Providing a supportive learning environment which includes:

- a welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
- learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
- Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

**Section 4 Members of the Board of Education**

Name	Contact Information
Lynn Ballagh	84385 474 <sup>th</sup> Ave. 348-2244
Kevin Plock	PO Box 788 346-5458
Randy Dobbins	PO Box 631 346-5283
Terry Smith	P.O. Box 133 346-4528
Heather Burnham	47123 Bean Creek Rd 346-4957
Derek Snyder	PO Box 484 346-4277

**Section 5 Burwell Public Schools Administrative Staff**

Name	Position
Darrin Max	Superintendent
Kyle Drake	PreK-6 Principal
Dale Maynard	7-12 Principal

**Section 6 Burwell Public Schools Teachers and Counselors Staff**

<b>Name</b>	<b>Building</b>	<b>Grades</b>
Lori Hughes	Burwell Elementary School	Kindergarten
Carolyn Christen	Burwell Elementary School	First
Amber Williams	Burwell Elementary School	Second
Morgan Alexander	Burwell Elementary School	Third
Debi Dawe	Burwell Elementary School	Fourth
Nancy Swett	Burwell Elementary School	Fifth
Joy Schott	Burwell Elementary School	Sixth
Emily Heerten	Burwell Elementary School	K-12 Art
Lori White	Burwell Elementary School	DIBELS/Reading Intervention
Michele Archibeque	Burwell Elementary School	K-12 Librarian
Garrett Mann	Burwell Elementary School	Physical Education
Nathan Nelson	Burwell Elementary School	Resource
Lesa Gideon	Burwell Public School	Nurse
Randi Jensen	Burwell Public School (ESU10)	Speech Pathologist
Ronda Johnson	Burwell Public Schools (ESU10)	School Psychologist
Pam Helgoth	Burwell Public Schools	Vocal & Instrumental Music
Michelle Archibeque	Burwell Jr. Sr. High School	K-12 Librarian
Kevin Carson	Burwell Jr. Sr. High School	A.D./Comp/Math
Nila Christensen	Burwell Jr. Sr. High School	Spanish
Jennifer Critel	Burwell Jr. Sr. High School	Business
Candace Cain	Burwell Jr. Sr. High School	English/Speech
Paige Brewster	Burwell Public Schools	7 <sup>th</sup> English/FAME/4-6 Read Int
Taylor Gumb	Burwell Jr. Sr. High School	Science
Luke Gideon	Burwell Jr. Sr. High School	PE Health/Social Studies
Lisa Petersen	Burwell Jr. Sr. High School	English
Melissa Konicek	Burwell Jr. Sr. High School	Social Studies
Kimberly Flessner	Burwell Jr. Sr. High School	Math/Chemistry
Garrett Mann	Burwell Jr. Sr. High School	PE Health/Social Studies
Dave Owen	Burwell Jr. Sr. High School	Industrial Technology
Adam Stolzer	Burwell Jr. Sr. High School	Math/ALEKS
Philip Simpson	Burwell Jr. Sr. High School	Vocational Agriculture

Marcie Smith	Burwell Jr. Sr. High School	PE Health
Julie Tetschner	Burwell Jr. Sr. High School	K-12 Guidance Counselor
Emily Heerten	Burwell Jr. Sr. High School	K-12 Art
Risa Molesworth	Burwell Jr. Sr. High School	Resource

**Section 7 Support Staff**

<b>Name</b>	<b>Building</b>	<b>Position</b>
Katie Moon	Burwell Elementary School	Secretary
Jen Busch	Burwell Elementary School	SPED para educator
Mary Doggett	Burwell Elementary School	SPED Para educator
Angela Urbanovsky	Burwell Elementary School	SPED Para educator
Becky Crawley	Burwell Elementary School	Kindergarten Aide
Renee Sikes	Burwell Public Schools	Library Aide
Kaylee Gebhardt	Burwell Jr. Sr. High School	Secretary
Betsy Lamb	Burwell Jr. Sr. High School	Bookkeeper
Linda Finney	Burwell Public Schools	SPED Para educator/Nurse
	Burwell Jr. Sr. High School	SPED Para educator
Danielle Thyfault	Burwell Jr. Sr. High School	SPED Para educator
Ronda Weber	Burwell Public Schools	Technology Coordinator
Michelle Clements	Burwell Public Schools	Cook
Donita Hulinsky	Burwell Public Schools	Cook
Shawny Hicks	Burwell Public Schools	Cook
Kerry Fink	Burwell Elementary School	Custodian
Sarah Lindsey	Burwell Elementary School	Custodian
Jay Galvan	Burwell Jr. Sr. High School	Custodian
Bev Brown	Burwell Jr. Sr. High School	Custodian



# Burwell Public Schools 2021-2022 School Calendar



### August 2021

- 9 - Start of Fall Practice
- 10 & 11 - Staff In-Service Days
- 11 - Elementary Open House - 7:00-8:00
- 11 - 7th Grade/New Student Orientation 10-11am
- 12 - First Day of School for K-12 - 11:45 Dismissal
- 13 - First Day of School for K-12 - All Day

### September 2021

- 6 - Labor Day - No School
- 14 - 1:00 Dismissal 7-12 - Jr-Sr High P/T Conferences 3:00-7:30
- 15 - 10 AM Start - Teacher In-Service
- 17 - 1:00 Dismissal - Homecoming

### October 2021

- 13 - 10 AM Start - Teacher In-Service
- 15 - End of 1st Quarter (46 Days)
- 20 - K-6 P/T Conferences (3:30-7:45)
- 21 - K-6 P/T Conferences (8:00-12:00) - No School K-6
- 22 - No School - Fall Break

### November 2021

- 24 - 1:00 Dismissal - Thanksgiving Break
- 25 & 26 - Thanksgiving Break

### December 2021

- 21 - End of 2nd Quarter (44 Days) - 1:00 Dismissal
- 22-26 - NSAA Moratorium
- 23-31 - Winter Vacation

### January 2022

- 1-2 - Winter Vacation
- 3 - Teacher In-Service - No School
- 7 - No School - Burwell Wrestling Invitational

### February 2022

- 8 - 1:00 Dismissal 7-12 - Jr-Sr High P/T Conferences 3:00-7:30
- 9 - 10 AM Start - Teacher In-Service
- 16 - K-6 P/T Conferences (3:30-7:45)
- 17 - K-6 P/T Conferences (8:00-12:00) - No School K-6
- 18 - No School - Winter Break

### March 2022

- 10 - End of 3rd Quarter (46 Days)
- 11 - No School - Spring Break
- 16 - 10 AM Start - Teacher In-Service

### April 2022

- 14 - 1:00 Dismissal
- 15 & 18 - No School - Break

### May 2022

- 6 - Kindergarten Graduation
- 8 - Graduation - 2:30
- 13 - Last Day of School - 1:00 Dismissal - End of 4th Quarter (43 Days)
- 16 - Teacher Work Day

### AUGUST

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### SEPTEMBER

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### OCTOBER

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### NOVEMBER

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### DECEMBER

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### JANUARY

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### FEBRUARY

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

### MARCH

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### APRIL

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### MAY

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	First Day of School	<b>Teacher Contract Days - 184</b>	1:00 Dismissal
	No School/Vacation Day	<b>Total Days In Session w/Students = 179/177</b>	In-Service/Work Full Day - No School
	Parent/Teacher Conferences	<b>Full Day Teacher In-Services/Work Days = 5</b>	End of Quarter
	10 AM Start - Teacher In-Service	<b>10 AM Start In-Services = 4</b>	
		<b>Total 7-12 Hours Scheduled = 1152 hours</b>	

**NOTE: Proposed in-service dates are subject to revision, pending availability of consultants &/or district needs.**  
**NOTE: Administration will communicate date and time changes via SwiftK12 Alerts, Social Media, and District Website.**  
 Revised: 3/23/21 Approved: 2/15/21

## **Section 2 Daily Schedule**

Jr. Sr. High school classes begin at 8:04 a.m., therefore teachers should be available to students by being in their classroom at 7:45 a.m. **Teachers contract day begins at 7:45 a.m. and the workday ends at 4:00 p.m.** A teacher can set the climate for the entire day by greeting students in the hallways and at the door when they arrive as compared to walking into a room full of students.

Elementary students arriving between 8:00-8:10 a.m. should report to the north end of the building until weather becomes too cold, then report to the gym. There will be no play outside in the morning or loitering in the hallways by students. Keep students in the classrooms as soon as they arrive there. There should be no travel from one classroom to another or excuse to leave for any reason once they have arrived at the classroom. Classes will begin at 8:15 a.m. following the flag salute led by the students over the intercom at 8:15 a.m. Roll and lunch count may be taken prior to the flag salute. **Students will not be counted tardy until after 8:15 a.m.** Students in grades K-6 will be dismissed at 3:15 p.m. On days of very inclement weather time will be extended.

### **Lunch Break and Schedule**

Burwell Public Schools students must check in and check out in the office prior to leaving the school grounds for the lunch period. The school must be notified prior to the lunch period by note or phone when a student is going to leave campus for lunch; this helps assure both the parent and school of the safety and whereabouts of children.

Hot lunches will be prepared and served at the Jr.-Sr. High School. Teachers' meals will cost \$3.85 per meal. Lunch tickets will not be used for keeping track of student lunches. Students will, however, report to their teachers each morning if they plan to eat a hot lunch, bring their own lunch, or go home for lunch. Burwell Jr.-Sr. High School asks that each individual who eats anytime at the cafeteria pre-pay. Checks need to be made out to Burwell Jr.-Sr. High School. Any concerns or questions about billing should be directed to the High School Office. The secretary will, each morning, pick up roll call and the student lunch count. Students arriving tardy must be directed to the office to report in for lunch count.

### **TEACHERS MUST COUNT THEMSELVES IN THE MORNING IF THEY PLAN TO EAT AND ARE NOT MONITORING STUDENTS.**

Observe students carefully as they leave for lunch to be sure that those eating hot lunch do so. The following lunch schedule has been set up. Please leave the school and lunchroom promptly at these set times.

Grade K	11:40-12:25 followed by noon recess – 12:25 – 12:45
Grades 1-2	10:50-11:35 followed by noon recess – 11:35-12:00
Grades 3-4	11:05-11:40 followed by noon recess – 11:40-12:00
Grades 5-6	11:45–12:10 followed by noon recess – 12:10-12:30
Grades 7-12	First Lunch 11:28-11:58 Second Lunch 12:20-12:50

The noise level at lunch must be kept as low as possible. **Do not hold entire classes in the**

**lunch room because of one or two, this creates a traffic flow issue.** Let children know a few minutes before departure time and then walk out with your group, letting the teacher in charge of the other group know that some students are remaining behind with that group. We will expect children to eat what they take and at least try the main meal. Non-milk drinkers should return the milk to the kitchen window or allow others to drink it rather than throw it away. Before leaving, ask students to clean up their area, push in chairs and walk through hallways of school quietly. Classes may, however, be brought across the track area east of the elementary building. Students breaking lunch rules will be asked to sit away from the group until it is time to leave. Perhaps they will also lose noon recess time for infractions.

### **Section 3 Friday Shortened Schedule**

K-6 Students will be dismissed each Friday at 2:45 p.m. Classes will be shortened on Fridays to allow a normal schedule to operate. **Friday, 2:45-3:15 is considered planning time and should be used as such. Teachers will be required to remain until 3:15 p.m., unless otherwise cleared with the administrator.**

7-12 students will be dismissed on Fridays at 3:21. Teachers may leave once their classrooms have been cleared of students and required duties have been completed. Never leave students unsupervised.

### **Section 4 Severe Weather and School Cancellations**

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

KNLV – FM 103.9 Radio

NTV - Channel 13 Television

Families will also be notified by phone, text and/or email through the PowerSchool SwiftAlert system. Contact information needs to be as current as possible. Please notify either school office of any change to your contact information.

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

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

notified via media broadcast. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

Parental Decisions. Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. You should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in the case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

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

#### **Section 5 Contract Days**

Teachers are **contracted for 184 days** (hereinafter referred to as the "contract year"). Such contract days shall be serviced by individual teachers on varying schedules as established by the Board of Education and administration.

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

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

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

#### **Section 1 Employment**

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

On or after March 15 of each school year a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance on or before April 1 or such other date after March 15 as may be designated in the notice. It is important for teachers to respond to the request to signify acceptance as a failure to signify acceptance of employment by the April 1 or other designated date shall constitute cause for amendment of termination of the

teacher's contract. If a teacher signifies acceptance of employment for the next school year the teacher may either be issued a new Teacher's Contract or a "Contract Renewal Agreement."

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

## **Section 2      Assignments**

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

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

## **Section 3      Personnel File**

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

## **Section 4      Grievances and Complaints**

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

## **Section 5      Compensation**

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

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

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

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

#### **Section 6      Extended Contracts**

Extended contract duty must have board approval and be in accordance with the negotiated agreement.

#### **Section 7      Benefits**

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

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

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

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

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

### **Section 9 Expense Reimbursement**

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

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

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

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

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

### **Section 11 Overtime**

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

Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer,

with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

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.

### **Article 3 – ABSENCES FROM WORK**

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

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

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

#### Requests for Leave

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

A teacher who becomes ill and is unable to work is to contact your building secretary before 7:15 a.m and should be submitted via WebLink. Continued absence should be reported before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the administrator or secretary as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to submit the request for leave via WebLink as early as possible.

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

### Return from Leave

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

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

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

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary shall be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = 1/184th of total salary.

### **Section 3 Leaves of Absence**

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

### **Section 4 Jury Duty**

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

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

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

## **Section 5 Military Leave**

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

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

## **Section 6 Family Medical Leave Act**

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

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

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

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

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

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

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

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

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

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

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

All teachers are to be in the building no later than 7:45 a.m., be in their classroom, and remain on duty until 4:00 p.m. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned classroom at least five minutes before each period begins to assure that students are not unsupervised within the classroom.

### **Section 3      Leaving School**

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

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must check out with the Principal's office when leaving, and check back in with the Principal's office upon return. Teachers who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

### **Section 4      Lesson Plans**

Teachers will prepare written lesson plans which cover at least three days of advance instruction. Lesson Plans are to be submitted on the school website and/or a teacher's Google Classroom.

The lesson plans must be sufficiently clear in establishing objectives and related activities so that they are easily used by a substitute teacher or other staff member not familiar with previous

classroom activities or progress. The plan book or web page must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

**Lesson plans must show documentation of standards taught, date of opportunity to learn, and date of assessment. This information is critical as a cross reference guide in reporting of required criteria to the Nebraska Department of Education.**

**Plans must be updated on the web page on a weekly basis either Friday before leaving, or first thing Monday morning.**

### **Section 5 Attendance and Grades on Power School**

Every teacher is required to keep an electronic record of the attendance and achievement of every student in PowerSchool. The PowerSchool must be kept current and include the following minimum information in a readily understandable fashion:

1. The names and any assigned student numbers of all students enrolled in the class at the beginning of the semester.
2. The name and date of entry for each student who enrolls after the semester opens.
3. The date of withdrawal for each student who withdraws from the class previous to the close of the semester--dropouts or early withdrawals.
4. A complete record of the attendance of each student enrolled showing:
  - a. Days on which the student was tardy.
  - b. Days on which the student was absent, with a differentiation between excused and unexcused absences.
5. A complete report of all recorded grades for each student. There is no minimum requirement for the frequency of recorded grades (or for the giving of written lessons or examinations). Be sure that you test frequently enough and that you record grades frequently enough to readily and realistically justify the term and final grades which are reported to parents.

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

Because the entries in Power School constitute a source of original entry for information which may be needed in the absence of the teacher, teachers are required to finalize all records at the close of the school year for filing in the permanent records.

### **Roll Taking**

Roll and lunch count are to be taken manually and through the use of the web based student information system known as Power School.

Roll and lunch count are to be taken at the beginning of each day. Record in Powerschool absent/tardy students and record the lunch count. The School Secretary will check the lunch count/attendance each morning.

In grades K-6 a child will be allowed to miss 2 days of school total throughout the year and still receive a perfect attendance award. A student arriving after 9:30 a.m. will be counted absent ½ day. A student leaving before 1:45 p.m. will be counted absent ½ day.

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

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

1. Bulletin Boards - Each teacher shall be responsible for completing appropriate bulletin board regarding curriculum related matters in their primary classroom. Bulletin boards should be changed no less than two times during the year, unless they are an interactive bulletin board being used for student interactive purposes.
2. Text Book and Room Inventory - All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) report the damaged material to the principal and it will be discussed with the parent. Insist that students put covers on their books by the end of the first week after receiving them.
3. Use of Cell Phones - Cell phones are not to be used during teacher/student contact time, or when teachers are supervising students. (I.e. recess, lunch duty, etc.).
4. Use of Teacher Aides - Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Teacher aides may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculate grades and record grades. Teacher aides are to work only on their assigned work days and within their assigned work day. If the teacher desires the aide to work hours other than the assigned work hours or assigned work day, contact the administration for approval.
5. Use of Student Aides - Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. If student aides are used for supervising another student, grading tests or class work, calculating grades, or recording grades, teachers will closely monitor the aide and the work to help ensure confidentiality. Keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.
6. Checking Out of Equipment - All equipment must be checked out through the building principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.
7. Requisition of Equipment and Supplies - Books and supplies which are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another

District employee.

8. E-mail - Each teacher will be assigned a school e-mail address for purposes of e-mail correspondence and Drive storage. Teachers should check e-mail throughout the day, and should respond to e-mails which require a response in a timely manner. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.
9. Teacher Mailbox - Each teacher will be assigned a mailbox located in the teacher's lounge. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer teachers are responsible for responding promptly. Teacher mail boxes are to be limited to communication regarding school business.
10. Teachers Meetings - Teachers' meetings will be called as needed. When a meeting is called whether it be a regular meeting or for emergency purposes staff members need to make every effort to attend.

## **Section 7      Supervision of Students**

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

### 1. Proper Supervision

- a. **HALLWAY supervision is a must. Supervision in the hallways will eliminate a majority of school related discipline problems.**
- b. Report to all duty assignments on time.
- c. Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- d. Elementary recesses have been scheduled to conflict as little as possible with other grades on the playground at the same time. Therefore, times as shown on your master schedule must be followed very closely.
- e. Elementary supervising teachers are responsible for the students on the playground. Recess is a learning period much as math and reading. Trained professional people should be responsible also then at these times. Please spend this time with your students. Children love to have an interested teacher play with them.
- f. Be vigilant while supervising students. Never leave your classroom unattended; **the need to make a copy is not greater than the need to supervise your students.** If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- g. If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).

- h. Be careful with touching students. Use of corporal punishment is prohibited at Burwell Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
    - i. Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.
2. Proper Instructions
  - a. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
  - b. Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
  - c. When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).
  - d. Elementary teachers need to review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules, contact the student(s) to review the same information and also note that contact in your written records.
3. Proper Maintenance of Buildings, Grounds, and Equipment
  - a. Conduct periodic inspections of equipment under your control or in your area of supervision.
  - b. If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.
  - c. Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.
4. Proper Warnings
  - a. If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.

#### Contact the Office for Assistance

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

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

### Student Searches

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

### Student Rights

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

## **Section 8 Managing Student Conduct**

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

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

1. On the first day of class make students aware of **classroom expectations and the district discipline policy**. Students will accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student. All monthly discipline reports must be submitted to the principal in a timely manner.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student's and teacher's stories are different. Be prepared to provide documentation.
5. Follow up on any referral. The student may not go to the principal or the counselor when sent. The administrator or attendance coordinator will inform the teacher of the consequences.
6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services.

- Contact the counselor if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
  8. Read and understand the student handbook and the student conduct rules of the District.
  9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
  10. Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### **Section 9      Dispensing Medication**

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

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

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

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

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

**Teachers are to inform their principal or supervisor that they intend to make a report.  
Informing a principal or supervisor does not end the teacher's responsibility**

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

**Article 5 – PERSONAL AND PROFESSIONAL CONDUCT**

**Section 1 Professional Ethics Standards**

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

**Preamble**

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

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

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

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

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

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

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.

- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

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

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

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

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

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

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

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

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

- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

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

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

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

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

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

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

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

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

**Section 2 Evaluations**

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

**Section 3 Role Model**

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

**Section 4 Relationships**

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

### **Section 5 Professional Attire**

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

### **Section 6 Private Tutoring**

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

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

### **Section 7 Outside Employment**

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

## **Article 6 – ACADEMIC MATTERS**

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

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

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

Each teacher is responsible for teaching in a manner to meet the mission of the District and to assure student understanding and learning of the principles and concepts to be presented to students within

the curriculum adopted by the District. Teachers will model classroom instruction on the educational model implemented by the District and reflected in the teacher evaluation instrument adopted by the Board of Education. Teachers are responsible for familiarizing themselves with the instructional model and the principles of instruction set forth in the evaluation instrument. The administration shall provide periodic in-services regarding the instructional model.

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

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

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

Burwell Public Schools has adopted the Nebraska State Standards. Teachers should be sure that the State Standards are reflected in their lesson plans and students are instructed in meeting the standards.

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

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

Recording Grades. Each teacher shall record grades in the Daily Class Record either in the form or a hard copy or the computerized web based student information system PowerSchool . **A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records.** Teachers must be able to support and justify the grades that each individual student earns.

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

STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress in Burwell Public Schools are as follows:

#### **Kindergarten**

E - Excellent                      S - Satisfactory                      S- - Needs Improvement  
Y - Yes                                      N - No

## 1 – 6<sup>th</sup> Grade

### **Core Curriculum**

A – 100 – 94

B – 93 – 86

C - 85 – 78

D – 77 – 70

F - Below 70

### **Enrichment Classes**

O - Outstanding

S- Satisfactory

NS-Not Satisfactory

## Burwell Jr. Sr. High School

100 – 96	A	4.0	93 – 91	B+	3.4	85 – 83	C+	2.4	77 -75	D+	1.4
95 – 94	A-	3.8	90 – 88	B	3.0	82 – 80	C	2.0	74 -72	D	1.0
			87 – 86	B-	2.8	79 – 78	C-	1.8	71 – 70	D-	0.8
			69 – 0	F	0.0						

- Please use appropriate judgment when a student is close to 70. A child who is giving their best effort deserves some credit.
- **Teachers must notify parents via phone call if a student is going to receive a failing grade for a quarter, term or semester in any class.**

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

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

### Reconsideration of Grades/Marks

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

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

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

reason, a teacher may request reduced credit. All cases of reduced credit should be reported to the Principal.

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

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

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

The end-of-quarter and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have significant bearing on the student's grades or their relationship with teachers, a call should be made to parents. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their child. For their instruction, and for our ultimate well-being, if and when problems arise, it is essential that the reports be as informative as possible. Teachers should, in all cases, document these phone calls.

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

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

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

##### **Burwell Elementary School**

Wednesday/Thursday October 20 & 21, 2021

Wednesday/Thursday February 16 & 17, 2022

##### **Burwell Jr. Sr. High School**

Tuesday September 14, 2021

Tuesday February 8, 2022

Teachers are expected to be prepared for such conferences. Being prepared includes having completed grade books which include all student assignments, work or tests completed within five (5)

days of the date of the Parent-Teacher conference. Examples of student work are always appreciated by parents especially at the elementary level.

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

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

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

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

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

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

All of our school buildings, grounds, and school vehicles are smoke and tobacco-free. Burwell Public Schools prohibits the use of products containing tobacco and nicotine including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes and electronic nicotine delivery systems. We would appreciate your help in meeting the goal of a smoke and tobacco-free environment for our children.

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

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

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

- A. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
- B. The frame or receiver of any object described in the preceding example;
- C. Any firearm muffler or silencer
- D. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or

similar device;

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

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

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

##### **Internet Safety and Acceptable Use Policy**

It is the policy of Burwell Public Schools to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the District's computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

1. **Definitions.** Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or

- simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
  3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District’s online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
  4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent’s designees.
  5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent’s designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
  6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
  7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.
  8. The District shall comply with the Nebraska Student Online Personal Protection Act and will endeavor to take all reasonable and necessary steps to protect the online privacy of all students.

### Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the District’s Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the

District shall inform the Superintendent or designee in writing if they do not want their child to have access. The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy. The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses. The following are unacceptable uses of the technology resources:
  - a. **Personal Gain**: Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
  - b. **Personal Matters**: Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the School District that makes such use permissible under law.
    - i. Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.
    - ii. This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.
    - iii. The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.
  - c. **Campaigning**: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
  - d. **Technology-Related Limitations**: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation:
    - i. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
    - ii. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
    - iii. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.

- iv. Users shall not engage in “hacking” to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  - v. Users shall not copy, change, or transfer any software without permission from the network administrators.
  - vi. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer’s memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  - vii. Users shall not engage in any form of vandalism of the technology resources.
  - viii. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
- i. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  - ii. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  - iii. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  - iv. to engage in or promote violations of student conduct rules.
  - v. to engage in illegal activity, such as gambling.
  - vi. in a manner contrary to copyright laws.
  - vii. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.
- a. Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.
  - b. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling

circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Legal Reference: Children's Internet Protection Act, 47 USC § 254  
Children's Online Privacy Protection Act, 15 U.S.C. § 6501  
FCC Order adopted August 10, 2011  
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)  
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)  
LB 512 (2017).

Date of Adoption: [8-14-17]

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

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

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

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

Teachers are responsible for the proper care of all books, equipment, supplies and furniture supplied

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

### **Section 7 Use of Telephone**

Personal telephone calls should be limited to emergency calls only. We will gladly take a message in the office and you can return calls during lunch, planning periods or after school. Classroom instruction time should not be interrupted for phone calls.

### **Section 8 Visitors**

Visitors are welcome on a short term basis and the principal should be made aware of the visit. Visitors or family members should not interrupt daily school procedures and instruction on a consistent basis. Visitors should follow posted procedures for being on school property and check in at the office.

### **Section 9 Salespersons**

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

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

### **Section 10 Security of Desks and Lockers**

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

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

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

### **Section 11 Video Surveillance**

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

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

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

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

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

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

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

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

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

### **Section 14 Lost and Found**

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

## **Section 15 Safety**

### Safety Program and Safety Committee

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

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

### Safety Practices

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

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

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

### Use of Personal Vehicles

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's

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

Accidents

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

Workers Compensation

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

**Article 8 – STATE AND FEDERAL PROGRAMS**

**Section 1 Notice of Nondiscrimination**

Burwell Public Schools does not discriminate on the basis of race, color, national origin, sex, marital status, disability or age in admission or access to, or treatment of employment or educational programs and activities. The following person has been designated to handle inquiries regarding the School District’s non-discrimination policies: Kyle Drake who may be contacted in writing at P.O. Box 670, Burwell, Nebraska, by email at [kyle.drake@burwellpublicschools.com](mailto:kyle.drake@burwellpublicschools.com) or by telephone at (308)346-4150.

Any person may also contact the Office for Civil Rights, U.S. Department of Education, by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816)268-0550; or by fax at (816)268-0599, regarding compliance with the regulations implementing Title VI, Section 504, or any other applicable laws.

**Section 2 Designation of Coordinators**

Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Burwell Public Schools, 160 I St. Street, Burwell, NE 68823, (308) 346-4150.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Administrator
Title IX	Discrimination or harassment based on sex; gender equity	Administrator
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Administrator
Homeless student laws	Children who are homeless	Administrator

Safe and Drug Free Schools and Communities	Safe and drug free schools	Administrator
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**Section 3 Anti-discrimination & Harassment Policy**

Elimination of Discrimination

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

Preventing Harassment and Discrimination

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

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

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

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

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

Sexual harassment may exist when:

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

another's body.

### Complaint and Grievance Procedures

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

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

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

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

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

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

The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

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

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

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

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

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

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

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

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

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

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

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

## **Section 9 Parental Involvement**

### General - Parental/Community Involvement in Schools

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

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

### Title I Parental Involvement

The District has a separate policy established pursuant to the No Child Left Behind Act of 2001

relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children be given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents play an integral role in assisting their child’s learning; (B) that parents are encouraged to be actively involved in their child’s education at school; (C) that parents are full partners in their child’s education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

### **Section 10 Homeless Students**

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

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

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

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

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

## **Appendix A Notice of COBRA Continuation Coverage Rights**

### **\*\* Continuation Coverage Rights Under COBRA\*\***

#### **Introduction**

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

The Plan Administrator is Blue Cross/Blue Shield of Nebraska, P.O. Box 3248, Omaha, NE 68108 (402)390-1855. The Plan Administrator is responsible for administering COBRA continuation coverage.

## **COBRA Continuation Coverage**

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

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

1. Your hours of employment are reduced, or
2. Your employment ends for any reason other than your gross misconduct.

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

1. Your spouse dies;
2. Your spouse’s hours of employment are reduced;
3. Your spouse’s employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
5. You become divorced or legally separated from your spouse.

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

1. The parent-employee dies;
2. The parent-employee’s hours of employment are reduced;
3. The parent-employee’s employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the plan as a “dependent child.”

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

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

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

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

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

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

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

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

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

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

**If You Have Questions**

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

**Keep Your Plan Informed of Address Changes**

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

**Appendix B BURWELL PUBLIC SCHOOLS - STAFF COMPUTER USE POLICY**

Staff members are responsible for good behavior on school computer networks. Communications on the network are often public in nature. General school rules for behavior and communications apply. Network or other computer use or storage areas are and will be treated as school property. Computers, files and

communications may be accessed and reviewed by the administration, or their designee, and may be accessed by other computer users.

**SECURITY:** Security of any computer system is essential. Access to electronic resources is intended for the exclusive use of authorized individuals. If you feel you have identified a security problem on the Internet, you must notify an administrator. Do not use another user's account without written permission from that individual.

**E-MAIL:** E-mail accounts are to be used for school related business only.

**FILES:** Only public domain files and files in which the author has given expressed written consent for on-line distribution, may be uploaded to the system. Staff members may download copyrighted material only for school related use and must follow the fair use provisions in the US Copyright law.

**VANDALISM:** Vandalism may result in liability of damages, termination of employment, and possible criminal prosecution. Vandalism is defined as any attempt to harm or destroy data or hardware on this system or any other system.

**SYSTEM RESPECT:** Respect the integrity of the computing system. Do not intentionally develop or activate programs that harass other users, infiltrate a computer system or alter the software components of a computer or system. This includes but is not limited to: revealing, or attempting to learn or use other users passwords; spreading viruses; attempting to "hack" into restricted systems; accessing programs not used for class assignments (such as games); accessing the control panel or window settings; using inappropriate or derogatory file names; accessing someone else's files or account; writing inappropriate or derogatory messages.

#### **COMPUTER RULES**

- Use of food or drink will not be permitted around computers.
- Keep the area clean around your computer station.
- Uses of nonacademic programs are not permitted.
- If an entire class utilizes the computer lab, the teacher shall accompany them and remain with the class and monitor the computer use.
- If a staff member requires a student to use a computer in the school after 4:00 PM for a class assignment, they must supervise the student.
- All staff members will become familiar with the use of the computer. Misuse of the computer network includes, but is not limited to: using the network for non-school related activities; infringing on other's rights concerning password abuse; physical vandalism; tampering with any part of the network that is not your property/right. Staff members are not to access inappropriate web sites or chat rooms. Inappropriate sites would include, but are not limited to: pornography, discriminatory, and vulgar sites.
- It is the staff member's responsibility to become familiar with the Staff Computer Use Policy and Internet Policy.
- Mobile computers will be checked out just as they have been in the past so that we know where they are. They must be checked in by the end of the day they were checked out.
- The staff member supervising the computer lab at the end of the school day should see that all systems are shut off, all computers and associated equipment are present or accounted for and are secure, room lights are shut off, and the classroom door has been locked.
- If any piece of equipment in the computer lab has been temporarily placed on loan or has been removed from the computer lab for any reason, the information should be approved by and reported to the Technology Coordinator.

#### **INTERNET POLICY**

It shall be the policy of the Garfield County School District No. 100 to provide educational and

curricular related opportunities to the staff members of the district by providing telecommuting services (Internet). The district, by adopting this policy, recognizes that access to the Internet may be technically difficult to monitor and control. It shall, in recognition of the educational and curricular benefits of Internet, be the policy of this district to revoke the privilege of any user who misuses the Internet by engaging in activities not related to the educational purposes or to the curricular offerings of the district.

Staff members must have signed a copy of the Staff Computer Use Policy before they may use the Internet. It shall be understood that electronic mail ( e-mail) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files and communications may be accessed and reviewed by District personnel and may be accessed by other computer users.

Violations of the above policy will result in a loss of Internet access for the remainder of the school year and will be recorded in the staff member's file.

User access will be prohibited and revoked and may lead to the termination of employment for any staff member who uses the Internet for activities such as, but not limited to: receiving or inputting pornographic materials; promoting violence; engaging in racial, gender or other slurs; receiving or transmitting information pertaining to dangerous instrumentalities such as bombs, automatic weapons, or other illicit firearms, weaponry, or explosive devices; engaging in uses of a defamatory nature, for personal attacks on or "flaming" of another; engaging non-educational or non-curricular related conversations, including chat rooms; and for accessing or inputting items of a strictly entertaining or recreational nature not related to the educational purposes or the curriculum of this district.

Additionally, to the extent that it can be reasonably determined by the administration what fees, if any, have been incurred by a person for non-authorized purposes, it shall be the policy of this district to seek reimbursement and full restitution from the staff member for the use of the Internet in a manner inconsistent with this policy.

It shall further be the policy of this district to keep a signed copy of this policy in each staff member's file.

**RECEIPT OF 2021-2022 TEACHER HANDBOOK  
OF BURWELL PUBLIC SCHOOLS**

This signed receipt acknowledges receipt of the 2021-2022 Teacher Handbook of Burwell Public Schools. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Staff member's name (please print) \_\_\_\_\_  
\_\_\_\_\_

Staff member's signature \_\_\_\_\_ Date \_\_\_\_\_

Return to:

Mr. Kyle Drake, K-6 Principal  
Burwell Elementary School, PO Box 790, 204 S. 4<sup>th</sup> St. Burwell, NE 68823  
(308)-346-4431

Mr. Dale Maynard, 7-12 Principal  
Burwell Jr-Sr High School, PO Box 670, 190 I St, Burwell, NE 68823  
(308)-346-4150

## **Internet Safety and Acceptable Use Policy 6800**

Addition to Employee Code of Conduct *Appendix "I"*

### ACCEPTABLE USE OF COMPUTERS AND NETWORKS

#### ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of Burwell Public Schools community understand and agree to these rules of conduct for use of the e-mail and Internet systems of the school district, the Burwell Public School District asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the Burwell Public Schools, and I understand and will abide by those district guidelines and conditions for the use of the facilities of Burwell Public Schools and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the Burwell Public Schools, any of its employees, or any institution providing network access to Burwell Public Schools responsible for the performance of the system or the content of any material accessed through it.

Staff member's name (please print) \_\_\_\_\_

Staff member's signature \_\_\_\_\_ Date \_\_\_\_\_

This form will be retained on file by authorized faculty designee for duration of applicable computer/network/Internet use.

## **Drug Free School and Community Policy 4070**

ACKNOWLEDGMENT OF UNDERSTANDING AND RECEIPT OF THE BOARD OF EDUCATION STANDARDS AND POLICIES PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS OR ALCOHOL ON THE SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES.

I, the undersigned, do by affixing my signature hereto acknowledge that I understand the absolute prohibition of the school district against any employee of the school district to engage in unlawful possession, use, manufacture, or distribution of illicit drugs or alcohol on the school premises or as a part of any of the school district's activities as defined by school district premises or as a part of any of the school district's activities as defined by school board policy or administrative directive. I further understand by affixing my signature hereto that disciplinary sanctions up to and including termination of my employment and referral of me for criminal prosecution may be imposed upon me for any violation of these standards. I further agree to be bound by these standards and acknowledge that I have been fully notified and that all policies have been explained to my satisfaction and full understanding by appropriate school personnel. I further understand that compliance with these standards is mandatory and is a material term and condition of my employment by this school district.

Staff member's name (please print) \_\_\_\_\_

Staff member's signature \_\_\_\_\_ Date \_\_\_\_\_