

LAUREL-CONCORD-COLERIDGE SCHOOL

**FACULTY HANDBOOK
2021 - 2022**



**Laurel-Concord-Coleridge School
502 Wakefield
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Laurel, NE 68745
402-256-3133**

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FOREWORD

Section 1 Intent of Faculty Handbook

Welcome to Laurel-Concord-Coleridge School. This handbook is intended to be used by teachers and other certificated staff to provide general information about Laurel-Concord-Coleridge School 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 relate to employment, including employment contracts, the negotiated agreement between the Laurel-Concord-Coleridge School and the Laurel-Concord-Coleridge Education Association, and the policies and regulations of the Board of Education. In reviewing 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 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 school district.

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

Section 2 Information About Laurel-Concord-Coleridge School

Laurel-Concord-Coleridge School, with school campuses located in the communities of Laurel and Coleridge, Nebraska, strives to provide quality education programs for the youth of our communities and the surrounding area. All staff are trained in the Instructional Model developed

Section 5 Administrative Staff

Name	Position	Location	Contact Information
Jeremy Christiansen	Superintendent	Central Office	jeremy.christiansen@lccschool.org
Ken Swanson	Principal/AD	High School	ken.swanson@lccschool.org
Mark Leonard	Principal	Middle School	mark.leonard@lccschool.org
Paige Parsons	Principal	Elementary	paige.parsons@lccschool.org

Section 6 Certified Staff

Name	Contact Information	Position
Backer, Jennifer	jennifer.backer@lccschool.org	Middle School Language Arts
Beckman, Katrina	katrina.beckman@lccschool.org	1st Grade
Beckwith, Sarah	sarah.beckwith@lccschool.org	High School English
Benson, Shannon	shannon.benson@lccschool.org	Middle School Physical Education
Beyeler, Patti	patti.beyeler@lccschool.org	High/Middle School Instrumental Music Middle School Vocal Music
Brandow, Meghan	meghan.brandow@lccschool.org	3rd Grade
Conley, Arianne	aconley@esu1.org	ESU 1 – School Nurse
Cunningham, Patti	patti.cunningham@lccschool.org	Middle School Science
Depew, Eric	eric.depew@lccschool.org	Middle School Social Science
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Gottula, Alan	alan.gottula@lccschool.org	Guidance/Counseling/Teammates
Gould, Amy	amy.gould@lccschool.org	4th Grade
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Kesting, Jennifer	jennifer.kesting@lccschool.org	High School English
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Promes, Ashley	ashley.promes@lccschool.org	Severe & Profound Program
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Sims, Nate	nate.sims@lccschool.org	High/Elem School Physical Education
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VanMeter, Jennifer	jennifer.vanmeter@lccschool.org	Middle School Language Arts
Wolfgram, Lisa	lisa.wolfgram@lccschool.org	Kindergarten

Section 7 Classified Staff/Community Coach/Sponsor

Name	Location	Position	Contact Information
Arens, Alyssa	Middle School	Paraprofessional	alyssa.aren@lccschool.org
Bach, Mindy	Middle School	Nutrition Services	mindy.bach@lccschool.org
Badley, Diana	Elementary School	Paraprofessional	diana.badley@lccschool.org
Bartels, LuAnn	Elementary School	Paraprofessional	luann.bartels@lccschool.org
Bermel, Jeff	HS/Middle/Elem	Facilities and Maintenance Director	jeff.bermel@lccschool.org
Boysen, Kim	Middle School	Level III Para	kim.boysen@lccschool.org

Carlson, Larry	Bus Barn	Transportation Services	larry.carlson@lccschool.org
Christensen, Mindy	High School	Coach/Sponsor	mindy.christensen@lccschool.org
Christiansen, Sheri	Elementary School	Paraprofessional	sheri.christiansen@lccschool.org
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Ellis, Joe	Middle School	Custodian	joe.ellis@lccschool.org
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Jonas, Jenn	Elementary School	Paraprofessional	jenn.jonas@lccschool.org
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Leonard, Deana	High School	Spanish Paraprofessional	deana.leonard@lccschool.org
Lundahl, Sherie	HS/Middle/Elem	TeamMates Program	sherie.lundahl@lccschool.org
McMahan, Selda	Elementary School	Paraprofessional	selda.mcmahan@lccschool.org
Noeker, Leah	Middle School	Paraprofessional	leah.noeker@lccschool.org
Ohlrich, Gene	Middle School	Coach/Sponsor	geneo767@yahoo.com
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Patefield, Christina	High School	Coach/Sponsor	christina.patefield@lccschool.org
Patefield, Dorothy	HS/Elementary	Nutrition Services Director	dorothy.patefield@lccschool.org

Patefield, Robert	HS/Elementary	Custodian	robert.patefield@lccschool.org
Reifenrath, Cori	Elementary School	Paraprofessional	corinne.reifenrath@lccschool.org
Roberts, Angie	High School	Paraprofessional/ HS Student Council	angie.roberts@lccschool.org
Roberts, James	Bus Barn	Transportation Services	james.roberts@lccschool.org
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Vollers, Meaghan	High School	Paraprofessional	meaghan.vollers@lccschool.org
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Williams, Nicole	HS/Elementary	Nutrition Services	nicole.williams@lccschool.org
Wilson, Jessica	Elementary School	Paraprofessional	jessica.wilson@lccschool.org

Article 1 – SCHOOL CALENDAR AND SCHEDULES

Section 1 School Calendar

See School Calendar accessible as **Appendix D**.

Section 2 Daily Schedule

High School

(Monday – Thursday)

- Period 1 – 8:10 a.m. to 9:00 a.m.
- Period 2 – 9:03 a.m. to 9:53 a.m.
- Period 3 – 9:56 a.m. to 10:46 a.m.
- Period 4 – 10:49 a.m. to 11:39 a.m.
- Period 5 – 11:42 a.m. to 12:32 p.m.
- Lunch – 12:32 p.m. to 1:02 p.m.
- Period 6 – 1:02 p.m. to 1:52 p.m.
- Period 7 – 1:55 p.m. to 2:45 p.m.
- Period 8 – 2:48 p.m. to 3:38 p.m.

(Friday)

Period 1 – 8:10 a.m. to 8:50 a.m.
Period 2 – 8:53 a.m. to 9:33 a.m.
Period 3 – 9:36 a.m. to 10:16 a.m.
Period 4 – 10:19 a.m. to 10:59 a.m.
Period 5 – 11:02 a.m. to 11:42 a.m.
Period 6 – 11:45 a.m. to 12:25 p.m.
Lunch – 12:25 p.m. to 12:55 p.m.
ROAR- 12:55 p.m. to 1:15 p.m.
Period 7 – 1:15 p.m. to 1:55 p.m.
Period 8 – 1:58 p.m. to 2:38 p.m.

(Early Dismissal)

Period 1 – 8:10 a.m. to 8:45 a.m.
Period 2 – 8:48 a.m. to 9:23 a.m.
Period 3 – 9:26 a.m. to 10:01 a.m.
Period 4 – 10:04 a.m. to 10:39 a.m.
Period 5 – 10:42 a.m. to 11:17 a.m.
Period 6 – 11:20 a.m. to 11:55 a.m.
Period 7 – 11:58 a.m. to 12:33 p.m.
Lunch – 12:33 p.m. to 1:03 p.m.
Period 8 – 1:03 p.m. to 1:38 p.m.

(Late Start)

Period 1 – 10:10 a.m. to 10:45 a.m.
Period 2 – 10:48 a.m. to 11:23 a.m.
Period 3 – 11:26 a.m. to 12:01 p.m.
Period 4 – 12:04 p.m. to 12:39 a.m.
Lunch – 12:39 p.m. to 1:09 p.m.
Period 5 – 1:09 p.m. to 1:44 p.m.
Period 6 – 1:47 p.m. to 2:22 p.m.
Period 7 – 2:25 p.m. to 3:00 p.m.
Period 8 – 3:03 p.m. to 3:38 p.m.

Middle School

(Monday – Thursday)

Period 1 – 8:10 a.m. to 8:55 a.m.
Homeroom – 8:58 a.m. to 9:18 a.m.
Period 2 – 9:21 a.m. to 10:06 a.m.
Period 3 – 10:09 a.m. to 10:54 a.m.
Period 4 – 10:57 a.m. to 11:42 a.m.
Period 5/Lunch – 11:42 a.m. to 12:57 p.m.
Period 6 – 1:00 p.m. to 1:45 p.m.
Period 7 – 1:48 p.m. to 2:33 p.m.

Period 8 – 2:36 p.m. to 3:15 p.m.
Period 9 – 3:15 p.m. to 3:35 p.m.

(Friday)

Period 1 – 8:10 a.m. to 8:50 a.m.
ROAR – 8:53 a.m. to 9:13 a.m.
Period 2 – 9:16 a.m. to 9:56 a.m.
Period 3 – 9:59 a.m. to 10:39 a.m.
Period 4 – 10:42 a.m. to 11:22 a.m.
Period 5/Lunch – 11:22 a.m. to 12:32 p.m.
Period 6 – 12:35 p.m. to 1:15 p.m.
Period 7 – 1:18 p.m. to 1:58 p.m.
Period 8 – 2:01 p.m. to 2:18 p.m.
Period 9 – 2:18 p.m. to 2:35 p.m.

(Early Dismissal)

Period 1 – 8:10 a.m. to 8:40 a.m.
Homeroom – 8:43 a.m. to 9:00 a.m.
Period 2 – 9:03 a.m. to 9:30 a.m.
Period 3 – 9:33 a.m. to 10:00 a.m.
Period 4 – 10:03 a.m. to 10:30 a.m.
Period 6 - 10:33 a.m. to 11:00 a.m.
Period 7 - 11:03 a.m. to 11:30 a.m.
Period 5/Lunch – 11:30 a.m. to 12:30 p.m.
Period 8 – 12:30 p.m. to 1:10 p.m.
Period 9 – 1:10 p.m. to 1:38 p.m.

(Late Start)

Period 2 – 10:10 a.m. to 10:32 a.m.
Period 3 – 10:35 a.m. to 10:56 a.m.
Period 4 – 10:59 a.m. to 11:42 a.m.
Period 5/Lunch – 11:42 a.m. to 12:57 p.m.
Period 6 – 1:00 p.m. to 1:45 p.m.
Period 7 – 1:48 p.m. to 2:33 p.m.
Period 8 – 2:36 p.m. to 3:15 p.m.
Period 9 – 3:15 p.m. to 3:35 p.m.

Elementary School

School Hours:

8:10 a.m. to 3:35 p.m. (Monday – Thursday)

8:10 a.m. to 2:35 p.m. (Friday)

Breakfast:

7:45 am - Breakfast in Legacy Gym

AM Recess:

7:45 am - 8:05 am

Lunch:

11:00 a.m. to 11:30 a.m. – K - 1st Grade Lunch

11:40 a.m. to 12:10 p.m. - 2nd - 4th Grade Lunch

Lunch and Afternoon Recess:

Scheduled by Grade Level and Teacher

Section 3 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 radio and television stations. Information will also be shared using the district's webpage, social media accounts, and electronic messaging service.

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, social media, and through the electronic messaging system when schools will be closed.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, preschool, Level III program, student activities). Some staff may be designated as 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, social media, and the electronic messaging system. 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 not be marked absent. You should treat the absence like any other excused 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

Laurel-Concord-Coleridge School 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 Evacuation, 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 evacuation or tornado warning, the schools' established safety procedures will be implemented.

Section 4 Contract Days

Teachers are contracted for 185 contract days (hereinafter referred to as the "contract year"). Such contract days shall be serviced by individual teachers on varying schedules as established by the administration.

Section 5 Make-Up Days

In the event teachers are not required to report for duty due to inclement weather conditions or other circumstances 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 Laurel-Concord-Coleridge School 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. §79-829.

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. 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

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.

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. Teachers will be paid on the 20th of the month, or the last preceding school day, if the 20th falls on a vacation or weekend 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 Contract Pay

Extended duty for any teacher beyond the number of contract days established by the Superintendent for the school year shall be paid at 1/185 of schedule placement on a per diem basis for such teacher’s extended time.

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 an 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

Access to use of a district vehicle will generally be provided for teachers required to drive during their regular scheduled working hours between two or more work sites. However, in the event that a district vehicle is not available, reimbursement for authorized mileage will be paid to these teachers. 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 Activities 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 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.

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 - PTO, Sick and Personal Leaves

Paid Time Off (PTO) Leave and Accrued Sick Leave

1. At the beginning of the first year a teacher is employed by the school district, that teacher shall be credited with a twelve (12) day PTO leave allowance. The teacher shall be given twelve (12) PTO days each of the following years.
2. The PTO allowance shall be used for personal leave and for absences caused by illness or physical disability of the teacher or immediate family.
3. At the beginning of the 2021-2022 school year, a teacher’s accrued sick leave balance will reflect the balance recorded at the conclusion of the 2020-2021 school year. A teacher’s accrued sick leave balance has a forty-five (45) day limitation.
4. All PTO days must be used before any leave can be used from the teacher’s sick leave accrual.
5. At the end of the school year, any PTO days remaining will transfer into the teacher’s sick leave accrual until the teacher reaches the established maximum sick leave accrual (45 days).
6. At year end, in June, any unused PTO days remaining after transfer to sick leave accrual (above and beyond 45) will be paid at the rate of \$100 per day.
7. Leave taken during the five student days at the beginning or end of the school year will be deducted at double PTO daily/hourly rate.
8. Leave taken on scheduled teacher in-service days will be deducted at double PTO daily/hourly rate.
9. A single deduction allowance will be made each year, per teacher’s discretion, for an occurrence missed pertaining to Items 7 and/or 8.
10. Personal leave taken beyond the credited PTO leave must be approved by the Superintendent and will result in salary deduction at 1/185th of the teacher’s total compensation package.
11. PTO leave may be taken in hourly increments.
12. The Superintendent shall furnish each teacher a written statement at the beginning of each school year setting forth the total of PTO credit and accrued sick leave credit.
13. Upon retirement, any unused, accrued sick leave days will be paid in June, at 1/2 rate of the current substitute teacher daily rate.

Sick Leave Bank - Beginning with the 1996-97 school year all certified staff members may participate in a voluntary sick leave bank. See Schedule "E" in the Negotiated Agreement. Modifications to the sick leave bank may be made with the mutual consent of the Board and the Association.

Professional Leave – Teachers shall be granted professional leave at the discretion of the administration. No salary deductions shall be made for professional leave.

Sick Leave Accrual

At the beginning of each school year, a teacher's accrued sick leave balance will reflect the balance recorded at the conclusion of the previous school year. A teacher's accrued sick leave balance has a forty-five (45) day limitation. All PTO days must be used before any leave can be used from the teacher's sick leave accrual. At the end of the school year, any PTO days remaining will transfer into the teacher's sick leave accrual until the teacher reaches the established maximum sick leave accrual (45 days).

Sick leave is a paid workday when the employee may be absent from duties. Sick days are only available when the employee is unable to perform assigned duties due to the illness or temporary disability of the employee or due to the employee needing to care for a member of the employee's immediate family who is ill or has a serious health condition. An immediate family member is defined as an employee's spouse, parent, child, sibling, grandparent, grandchild, and in-laws of any of the aforementioned relationships, as well as any person living within the same household with the employee.

Employees are to use sick leave when unable to work. Activities other than caring for their own health or that of an immediate family member reflect an abuse of sick leave.

Bereavement Leave

Absence from work will be allowed so that the employee may have (5) consecutive workdays following the death of an immediate relative without loss of pay. An immediate family member is defined as an employee's spouse, parent, child, sibling, grandparent, grandchild, and in-laws of any of the aforementioned relationships, as well as any person living within the same household with the employee.

The employee shall be granted three (3) consecutive workdays without loss of pay for the purpose of attending the funeral of the employee's relative who is not an immediate family member (e.g., uncle, aunt, niece, nephew, cousin, and/or in-laws of these relationships).

Section 2 Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's paid leaves as defined in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for

group health insurance) shall be reduced by the day or days 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 = 185 of total salary and fringe benefits).

Section 3 Unpaid Leaves

Laurel-Concord-Coleridge School complies with laws that require leaves to be allowed without loss of pay, such as for FMLA leaves, military service and jury duty. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave. The employee's salary and fringe benefits (including the cost of premiums for group health insurance) may be subject to reduction for the day or days of work missed.

Discretionary Leave of Absence

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

Section 4 Jury Duty Leave

An employee who is summoned for jury service must promptly notify the employee's immediate supervisor. The employee will be allowed time off for jury duty.

There will be no loss of salary or deduction in leave time for time spent in jury service. The school district may at its discretion reduce salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty.

If an employee reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the employee's immediate supervisor.

Legal Reference:

§ 25-1640

Section 5 Family and Medical Leave Act

The Department of Labor has amended the Family and Medical Leave Act (FMLA) regulations effective on January 16, 2009. One of the changes involves the content of the general notice to be given to employees concerning rights and responsibilities under the FMLA.

The general notice information is to be included in employee handbooks. As such, we are providing the following information as an addendum to the District's existing employee

handbooks.

Employee Rights and Responsibilities under the Family and Medical Leave Act

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

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes you unable to perform your job.

The “leave year” for purposes of the FMLA is a “rolling” 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a 12-month period. A covered service-member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service-member medically unfit to perform his or her duties for which the service-member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, your health coverage under a "group health plan" will be maintained on the same terms as if you had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your FMLA leave.

Eligibility Requirements. You are eligible if you have been employed with Laurel-Concord-Coleridge School for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Laurel-Concord-Coleridge School within 75 miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury,

impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. You may choose or Laurel-Concord-Coleridge School may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

Employee Responsibilities. You must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may

bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA posters on employee bulletin boards or contact the U.S. Wage and Hour Division at:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
www.wagehour.dol.gov

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact Jeremy Christiansen at (402) 256 - 3133.

Section 6 Military and Family Military Leave

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

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

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

Family military leave under the FMLA will be provided in accordance with that law and subject to the provisions of the Board policy pertaining to FMLA leave.

Legal Reference:	Neb. Rev. Stat. §§ 55-160 to 55-166 Neb. Rev. Stat. §§ 55-501 to 55-507 29 U.S.C. §§ 2611, et seq.; 29 CFR Part 825 (FMLA) 38 U.S.C. §§ 4301 to 4333; 20 CFR Part 1002 (USERRA)
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Section 7 Adoption Leave

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

employee's child.

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

Legal Reference:	§ 48-234
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Section 8 Subpoena to Testify Leave

An employee must promptly notify the employee's immediate supervisor when the employee receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the school district, the absence will be treated similar to a jury duty leave.

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. A subpoena will be considered to involve a personal matter whenever the employee or a family member or friend of the employee is a party to the legal proceeding, unless the employee's involvement in the legal matter is solely due to actions taken in connection with the employee's work duties, the actions of the employee were not inappropriate, and the school district is not an opposing party in the legal matter.

Section 9 Voting Leave

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours during which the employee is not required to be present at work in the period between the time of the opening and closing of the polls; and (c) applies for voting leave prior to or on election day.

Voting leave will not be available to most employees because elections are typically scheduled for 8 a.m. to 8 p.m. Most employees are off duty on or before 6 p.m. If not off work by 6 p.m., the employee is usually not on duty before 10 a.m.

When voting leave is available, an employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee's non-working time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee's salary or wages on account of such absence. The employee's supervisor may specify the hours during which the employee may be

absent for voting leave.

Legal Reference:	§ 32-922
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Section 10 Injury Leave

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

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

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.

Schools have differing starting and ending times for the student day. Certificated employees assigned to a building are to spend eight hours on-site, including lunch break (30-minute lunch), except that duty-free 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 eight hours. 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

Full-time teachers have a designated on-site workday as 7:45am - 3:45pm. 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 Principal's 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 reasons 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 weekly lesson plans that identify the State Standards. Lesson plans are to be completed and uploaded to Common Curriculum by Monday morning at 8:00 am. Please keep lesson plans, class rosters, etc. should be kept in a place in which the plan book will be readily available in the teacher's absence.

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 must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

Section 5 Daily Class Records

Every teacher is required to keep a complete and easily understandable record of the attendance and achievement of every student in PowerSchool. These class records must be kept current and a complete report of all recorded grades for each student needs to be updated on a weekly basis. 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 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.

Teachers who return to Laurel-Concord-Coleridge School and who wish to refer to the previous year's class record book may request the PowerSchool records.

Section 6 Classroom and School Procedures

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

Textbook 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 the 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) assess a fine that you consider is fair. Insist that students put covers on their books by the end of the first week after receiving them.

Classroom Environment

At all times, staff members are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays that are unrelated to the curriculum and/or may otherwise result in a disruption to the learning environment), and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Any staff member who is uncertain as to whether their classroom meets this requirement should consult with their building principal in a proactive manner.

Use of Cell Phones

Teachers shall not use personal cell phones for any non-school purpose during teacher duty time without administration approval.

Teachers are not to use wireless cell phones or otherwise engage in distracted driving while transporting students. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

Teachers will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants. Cell phones will not be used while the vehicle is in motion.

Use of Paraprofessionals

Paraprofessionals 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. Paraprofessionals 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, and preparing bulletin boards. Paraprofessionals are to work only on their assigned workdays and within their assigned workday. If the teacher desires the para to work hours other than the assigned work hours or assigned workday, contact the administration for approval.

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. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades or record grades. Keys are NEVER to be given to students, whether they are 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.

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.

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.

Email

Each teacher will be assigned a school email address for purposes of intra-school and inter-school email correspondence. Teachers should check for email throughout the day, and should timely respond to emails which require a response, but should avoid checking and responding to emails during instructional time. Use of the District's email system for personal communications should be limited, and is subject to the rules governing overall computer usage

found in Board policy and this handbook.

Teacher Mailbox

Each teacher will be assigned a mailbox located in the Elementary Building (Teacher Workroom), Middle School Building (Principal Office), and High School Building (Principal's Office). 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 mailboxes are to be limited to communications regarding school business.

Teachers Meetings

Teachers' meetings will be scheduled and announced by building principals. All designated teachers are expected to be present for such scheduled meetings, unless they are absent from school for good cause or have made prior arrangements.

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

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- 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.
- 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).
- Be careful with touching students. Use of corporal punishment is prohibited at Laurel-Concord-Coleridge School. 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.
- 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

- 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.
- 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.
- When you go over safety rules with students, note it in your written records (e.g., your lesson plan book or daily reports).
- 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

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- 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.
- 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

- 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 restrooms, at assemblies, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator.

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. 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.
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 designated procedures for the building. 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. This requirement shall apply to all school employees, including coaches and volunteers, participating in interstate amateur athletic competition. The term "promptly" means "within a 24-hour period."

According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

1. Placed in a situation that endangers his or her life or physical or mental health;
2. Cruelly confined or cruelly punished;

3. Deprived of necessary food, clothing, shelter, or care;
4. Left unattended in a motor vehicle if such minor child is six years of age or younger;
5. 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. A documentation form is available in each principal's office to assist staff in gathering the necessary reporting information. Administrative staff may sometimes choose to make the report for a teacher. However, informing a principal or supervisor does not end the teacher's responsibility; teachers are obligated to make certain a report was made if they do not do it themselves.

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

Section 11 Curriculum – Assessments

State Assessments

Laurel-Concord-Coleridge School has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

Achieving Valid Assessment Results

Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both “standardized assessments” (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and “coursework assessments” (e.g., classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

- a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.
 - i. Standardized Assessments. Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.
 - ii. Coursework Assessments. Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using “test banks.” For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.
- b. Teaching for Success on Assessments.

It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student’s knowledge, and not simply test preparation.

- i. Teach the Content. Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to “teach to the test” by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. “Cramming” assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
- ii. Practice Tests. Educators are to prepare students by teaching test taking

skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.

- c. Conditions for Successful Assessments.
 - i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
 - ii. Climate. Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.
 - iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.
- d. Full Participation. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.
- e. Assistance During Assessments.
 - i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints," giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids

(e.g., calculators).

- ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.
- f. Student Answers. Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

Violations of the rules and expectations set forth in this policy will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

Article 5 – PERSONAL AND PROFESSIONAL CONDUCT

Section 1 Professional Ethics Standards

The Laurel-Concord-Coleridge School 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, national origin, religion, disability, age, sex, or other protected category.
- 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.

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.

- A. Notification of Arrest, etc.

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

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
 - a. The maximum penalty for the crime equals or exceeds six months incarceration;
 - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
 - c. Conviction would impact performance of employee’s job responsibilities, including offenses that:
 - i. Would impact the responsibility to be a role model for students or relations with other employees of Laurel-Concord-Coleridge School;
 - ii. Would impact the employee’s ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives students; or
 - iii. Would impact the employee’s Commercial Drivers License if the employee’s job requires that the employee have a CDL.
 - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on property of Laurel-Concord-Coleridge School, or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.

Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable.

2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

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

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

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

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

B. Civility

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with Laurel-Concord-Coleridge School. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, and email messages.

Any employee aware of another employee's uncivil behavior shall report the conduct to the employee's immediate supervisor or to the Superintendent. There will be no retaliation against a

person for making the report.

C. Visitors to Employees

Employees are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Superintendent or designee. Included in the definition of visitors are family members of the employee. Employees are responsible for ensuring that their visitors follow posted procedures for being on Laurel-Concord-Coleridge School' property. Employees are not to bring their children to work with them in lieu of taking them to childcare.

D. Tobacco

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including, but not limited to, cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Legal Reference:	§§ 71-5716 to 71-5734
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E. Complaints or Concerns of Employees

Employees are to inform Laurel-Concord-Coleridge School of any complaints or concerns about the operations of Laurel-Concord-Coleridge School using the established chain of command (immediate supervisor, next higher level supervisor, etc.) on all matters that require administrative attention; that is, on all matters or issues that their job responsibilities require them to report to a supervisor.

It is important to the efficient and successful operation of Laurel-Concord-Coleridge School and a duty of all of the District's employees to share any such complaints or concerns in a responsible, professional manner such as to: (1) not disrupt the proper functioning of their office, department, or position, (2) not undermine the authority of their co-workers, supervisors, or superiors, (3) maintain close working relationships with their co-workers, supervisors, and superiors, and (4) ensure that all applicable laws and regulations are followed. All employee official communications must be accurate, demonstrate sound judgment, and promote Laurel-Concord-Coleridge School's mission. Employees must ensure that all applicable laws and regulations are followed by Laurel-Concord-Coleridge School and its employees. In the event an employee becomes aware of any such non-compliance, the employee is to report such to

the employee's immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) and maintain the confidentiality of the report so that the problem can be appropriately corrected in the best interests of Laurel-Concord-Coleridge School.

Employees are to use the appropriate complaint or grievance mechanism for matters involving discrimination or harassment or other established mechanism specific to the nature of the complaint or concern.

Laurel-Concord-Coleridge School will not tolerate unlawful retaliation against an employee for engaging in legally protected activity. A protected activity includes an employee's act of opposing an unlawful practice prohibited by employment discrimination or other laws that protect the conduct in question. Any act of unlawful retaliation by a supervisor or other employee may result in serious disciplinary action up to and including termination. Any employee may file a complaint with the Administrator or appropriate Coordinator if the employee feels that they have experienced unlawful retaliation in any form.

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.

Professional Boundaries Between Employees and Students (Policy 4025)

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

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

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, emailing a message about a student's grades).
- Engaging in social-networking friendships with a student on social networking sites. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and

parents or impair the employee's ability to serve as a role model for children. Employees shall not friend or follow students on any social networking site.

- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance - verbal, written, or physical - towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.
- Discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.
- Discussing another student's or employee's personal matters when it is not appropriate outside of the instructional setting.
- "Grooming," which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

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

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

An employee who violates this policy may face discipline, up to and including termination of

employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

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

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 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:

- The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.
- The teacher is not to provide private tutoring in a school building.
- The teacher is not to provide private tutoring during duty time.
- 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.

Section 8 Safe Transportation

When driving a school vehicle or transporting students, teachers are to abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants.

When transporting students, teachers are not to use cell phones or otherwise engage in distractions. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

Article 6 – ACADEMIC MATTERS

Section 1 Purpose and Goals of Academic Achievement

The Laurel-Concord-Coleridge School Board of Education is committed to providing a quality education for all Laurel-Concord-Coleridge School students consistent with the school’s mission statement. Effective, quality instruction by teachers is an essential means of meeting the District’s mission of providing a quality education.

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 instructional 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. LCC School has adopted an Instructional Model defining those domains, components and elements of effective teaching practices. All teachers are expected to be familiar with and strive toward continued development of their teaching skills using the Instructional Model as a guide and self-assessment. The school district provides support to teachers through an Instructional Coach position.

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 Report Cards. 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 required that the teacher record at least one grade per week. 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 PowerSchool. A sufficient number of grades must be recorded in the grade book to justify all quarter and/or 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.

Students will receive letter grades on report cards and transcripts. The following scale will be used to assign letter grades and a grade point average from a percent for grades 3-12:

Superior	93-100	A	The student is more than meeting the demands of the teacher. His work is on time. The work is of superior quality. It shows mastery of the subject matter. He has the ability to carry the job through, and exerts a positive influence on the class.
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Above Average	85-92	B	The work is of superior nature and the required work is well done. The student meets the demands of the teacher and exerts a positive influence on the class.
Average	76-84	C	The student satisfactorily completes required work. The work is on time and is of average quality. The student is showing achievement.
Below Average to Unsatisfactory	70-75	D	The student is not doing all of the assigned work, is dependent on others, is inconsistent, uncertain, and confused. Work is below normal, but shows some evidence of growth.
Failing	69 and below	F	Unsatisfactory, with little growth taking place, lack of interest and irregular attendance and attention. (Provides no credit toward those needed for graduation.)
P	Passing		Indicates that the student is passing regular work in the class.
I	Incomplete		Incompletes are assigned in cases where the student's work is incomplete at the end of the nine week period and/or semester. This may be due to absence because of illness, etc. The student and teacher will work together to arrange a timeline for the completion of the missed work. If the assigned work is not completed by the established deadline, the incomplete becomes an F. Incompletes not taken care of in this time frame will not be eligible for the honor roll.
Con.	Condition Mark		Condition marks may be assigned in cases that do not warrant an outright failure. The instructor may then give a passing grade at the close of the next grading period or may fail the student for both grading periods.

Each teacher will define the grading procedures to be used in their classes.

K-2/Specials Grading Scale

Outstanding	96-100	O	Work is consistently excellent. Student is consistently giving optimum effort.
Superior	90-95	S+	
Satisfactory	84-89	S	Work is generally good. Student applies herself/himself most of the time.
Low Satisfactory	77-83	S-	
Needs Improvement	70-76	N	Work is not done well. Student displays minimum effort.
Unsatisfactory	69-0	U	Work is unacceptable for grade standards.

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

- No other grade scales are to be used on official records or reports.
- "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.
- 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).
- 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. All cases of reduced credit should be recorded on a "Reduced Credit/Error Summary" form and be approved by the Principal.

Transfer Grades

A student transferring into Laurel-Concord-Coleridge School at the 15 to 18 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) for Grades K-4 and a semester basis (18 weeks) for Grades 5-12. Reports are sent to parents at established intervals throughout the school year.

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

All semester grades (Grades 5-12) are calculated on a cumulative basis; i.e., the grade given at the end of the first semester represents an evaluation of work done during that semester.

The end-of-quarter (K-4) and end-of-semester (5-12) 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, notes should be sent to parents. Arrangements will be made to place these teacher-written notes with the grade report forms. The notes may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. 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, plan to keep on file duplicate copies of the notes which are sent to parents.

Please accept, cooperatively and professionally, the responses that parents may make subsequent to the distribution of grade 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, Parent-Teacher conferences will be scheduled and held twice 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.

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.

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.

As a condition of employment teachers will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. 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

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including, but not limited to, cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

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:

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;
3. Any firearm muffler or silencer;
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
5. Any bludgeon, sand-club, metal knuckles, or throwing star;
6. Any knife other than as used 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;
7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun or taser. A teacher may possess an electronic safety device (e.g., taser) designed for individual personal defensive purposes and it shall not be considered as possession of a weapon. The teacher must notify the Principal of such possession and secure the device so as to prevent student access or possession; and
8. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes and it shall not be considered as possession of a weapon. The teacher must notify the Principal of such possession and secure the mace or other similar chemical agent so as to prevent student access or possession. 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.

9. 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.
10. 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

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

In using the computers and the Internet, teachers are agreeing to the following:

1. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If a teacher downloads public domain programs for personal use or non-commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
3. Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Teachers are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, color, national origin, religion, disability, age, sex, or other protected category. Further, teachers are prohibited from placing such information on the Internet.
4. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Teachers will not attempt to login to the system as a system administrator.
8. Teachers understand that the intended use of all computer equipment is to meet

instructional objectives.

9. Teachers will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
10. Teachers will not use the network for financial gain or for any commercial or illegal activity.
11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of online services or products. The teacher is solely responsible for any such charges. The teacher's acceptance of an email account is an acceptance of the teacher's agreement to indemnify the District for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
15. The District reserves the right to refuse posting of files, and to remove files.
16. The District further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
18. A technology protection measure is in place that blocks and/or filters Internet 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. 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 a building administrator. 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.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the teacher's Internet account and computer privileges, reprimand, suspension, or termination.

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. Teachers and immediate family (18 and under must be supervised) may use the Fitness Center and Old Gym and Middle School Gym for personal use through the school/community membership agreement. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be 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 School Telephone

Personal telephone calls shall not be made during duty time except in the event of an emergency. Long distance calls on school telephones should be for school purposes only. You will need to promptly log long distance calls and be responsible for any charges, which are for personal use.

Section 8 Visitors

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. Teachers are not to bring their children to school with them in lieu of taking them to childcare.

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 to 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 non-investigatory 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 briefcase, 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 and Audio 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 and audio surveillance may occur on District property. In the event a video or audio surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video or audio 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 digital displays 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. Teachers are reminded that, when using school equipment and when performing school duties, 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." Teachers should seek assistance from administration 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 workplace 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:

- 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.
- Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
- Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
- Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
- 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.
- Do not use equipment if you are not familiar with it or operate machinery without proper training.
- Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
- Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
- Wear seatbelts when in vehicles where provided.
- 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

The Laurel-Concord-Coleridge School does not discriminate on the basis of race (including skin color, hair texture, and protective hairstyles) , color, national origin, religion, disability, age, sex, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected category in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

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

(discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights in the U.S. Department of Education (OCR)
 601 East 12th Street, Room 353
 Kansas City, MO 64106
 (800) 368-1019 (voice), Fax (816) 426-3686
 (800) 537-7697 (telecommunications device for the deaf),
 or ocr.kansascity@ed.gov.

The U.S. Equal Employment Opportunity Commission (EEOC)
 Gateway Tower II
 400 State Avenue, Suite 905
 Kansas City, KS 66101
 (800) 669-4000; TTY: (800) 669-6820; Fax (913) 551-6957

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

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 coordinators are:

Laurel-Concord-Coleridge School, 502 Wakefield St, PO Box 8, Laurel, Nebraska 68745, (402) 256-3133.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Jeremy Christiansen
Title IX	Discrimination or harassment based on sex; gender equity	Ken Swanson
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Ken Swanson
Homeless student laws	Children who are homeless	Jeremy Christiansen
Safe and Drug Free Schools and Communities	Safe and drug free schools	Jeremy Christiansen

Section 3 Anti-discrimination & Harassment Policy

Elimination of Discrimination

The Laurel-Concord-Coleridge School 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: Laurel-Concord-Coleridge School 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, the Laurel-Concord-Coleridge School will try to protect employees and students from reported discrimination or harassment by non-employees or others in the workplace and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race (including skin color, hair texture, and protective hairstyles), color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status 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 (including skin color, hair texture, and protective hairstyles), color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected category 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.

Laurel-Concord-Coleridge School does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both.

Title IX Coordinator

Ken Swanson, 502 Wakefield St, Laurel, NE 68745

(402) 256-3133

ken.swanson@lccschool.org

The following information outlines the Laurel-Concord-Coleridge School's procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints.

Title IX: Grievance Procedures for Complaints of Sexual Harassment

A. Complaint Procedure - Generally

All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor or the principal or supervisor of the offending person, the Title IX Coordinator, the Executive Director of Human Resources, if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator, the Executive Director of Human Resources, if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX

Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee for reporting discrimination or harassment.

B. Response to a Formal Complaint:

1. Filing Formal Complaint: An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

Ken Swanson
502 Wakefield Street, Laurel, NE 68745
402-256-3133
ken.swanson@lccschool.org

The formal complaint must be signed by the complainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may extended by the Title IX Coordinator with notice to the parties.**

2. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties of (A): The complaint procedure as outlined in this regulation; and (B): Notice of the allegations of sexual harassment including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be an attorney.

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

The Investigator will aim to complete its investigation within a reasonable time frame as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:

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

(C) *Rights of the Parties*: The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend an meeting notice of the date, time, location, participants, and purpose of all hearings within 2 days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The District retains the right to place a non-student employee respondent on administrative leave during the pendency of the investigation. The District also retains the right to remove a respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

(D) Conclusion of Investigation: Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. Decision of Responsibility: The decision-maker, shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision maker has considered the written questions of the parties, if any, the decision maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of each recipient's code of conduct to the facts;
5. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
6. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures to the respondent if the Decision-Maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in school suspension, out of school suspension, expulsion, and in the case of an employee disciplinary action up to and including dismissal from employment. **This regulation does not limit or prohibit the District from instituting disciplinary measures if in the course of the investigation it determines that the complainant or respondent violated the student code of conduct.**

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against the complainant or respondent generally or the individual complainant or respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent of Schools shall be responsible to appoint and arrange for an objective person to review and issue a decision for all appeals. This designated person shall give both parties a reasonable, and equal opportunity to submit a written statement in support of, or challenging the outcome.

The designated appeals individual shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The designated appeals individual shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a formal complaint is filed, the District may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven years.

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 with the Complainant or a longer period is reasonably necessitated by the circumstances. 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. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
6. In the event the Complainant rejects the proposed resolution, the Complainant shall be

given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).

7. A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

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 "Every Student Succeeds" Act of 2015 (ESSA) Section 8025 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 "Every Student Succeeds" Act of 2015 (ESSA) gives parents/guardians the right to request 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:

- Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- Whether the teacher is teaching under an emergency or provisional teaching certificate.
- 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.

- 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 ESSA.

Section 8 Student Privacy Protection

The “Every Student Succeeds” Act of 2015 (ESSA) 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 ESSA and related Board policy, as follows:

- 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;
- 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:
 - Political affiliations or beliefs of the student or the student’s parent;
 - Mental or psychological problems of the student or the student’s parent;
 - Sex behavior or attitudes;
 - Illegal, anti-social, self-incriminating or demeaning behavior;
 - Critical appraisals of other individuals with whom the student has close family relationships;
 - Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - Religious practices, affiliations, or beliefs of the students or the student’s parent;
 - Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- Instructional materials. We will 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.
- 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 Engagement

General - Parental/Community Engagement 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:

- 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;
- make textbooks, completed tests and other curriculum materials available for review by parents upon request;
- permit parents access to their child's records according to law and school policy;
- 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;
- assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
- permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
- 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
- encourage parents to express their concerns, share their ideas and advocate for their child's education.

Laurel-Concord-Coleridge School intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, *Section 1116(a -f) ESSA, (Every Student Succeeds Act) of 2015.*

The written District parent and family engagement policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.

- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

Section 10 Homeless Students

The “Every Student Succeeds” Act of 2015 (ESSA) 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.

Notice of COBRA Continuation Coverage Rights

**** Continuation Coverage Rights Under COBRA****

Introduction

You are receiving this notice because you have recently become covered under a group 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. **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.**

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 when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

What is 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. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

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

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

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

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

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

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available?

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, [*add if Plan provides retiree health coverage: commencement of a proceeding in bankruptcy with respect to the employer,*] or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying 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 within 60 days after the qualifying event occurs. You must provide this notice to: District Business Manager - Megan Greiner (402-256-3133).

How is COBRA Coverage 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. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end

of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 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 and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

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

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the district's Business Manager(s). For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at 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 A
EMPLOYEE RIGHTS UNDER THE
FAIR LABOR STANDARDS ACT (FLSA)

APPENDIX A
MINIMUM WAGE NOTICE

APPENDIX B
FAMILY MEDICAL LEAVE ACT (FMLA) NOTICE

APPENDIX C
EQUAL EMPLOYMENT OPPORTUNITY NOTICE

APPENDIX D
SCHOOL CALENDAR
2021-2022

APPENDIX E
ORGANIZATIONAL CHART
ADMINISTRATIVE FUNCTIONS

APPENDIX F

CONCUSSION: RETURN TO LEARN PROTOCOL

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of Laurel-Concord-Coleridge School adopts the NDE Guidance entitled “Bridging the Gap from Concussion to the Classroom,” and accompanying Appendix (see page 25 & 26), as its Return to Learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Concussion Management Team (CMT) Return to Learn Protocol

The CMT ensures that every student who suffers a concussion is monitored for a safe return to activity.

1. Injury or accident occurs to students.
 - If at school sporting event or other school activity, family is notified of possible concussion
2. Encourage parents to obtain medical confirmation of concussion from a licensed healthcare provider.
3. Parent signs Release of Information form allowing the school to be notified of concussion by the health care provider and for information sharing.
4. CMT Contact person notified of concussion by parent, coach, athletic trainer or health care provider.
5. CMT Contact person informs appropriate school personnel (teachers, school nurse, athletic trainer, coaches, etc.) of concussed student and specifies general accommodations from health care providers, if available.
6. CMT implements a gradual Return to Learn Protocol based on the individual needs of the student. (Refer to Return to Academics Progression form.)
7. CMT documents physical, cognitive, behavioral and emotional symptoms of concussed student and assesses the student’s needs based on symptoms. (Refer to Post-Concussion Symptom Checklist).
8. CMT designs individual academic adjustment/accommodation plan with appropriate School, staff and works with the SAT process to coordinate academic adjustments/ accommodations during recovery (about 2-3 weeks) and reviews with student and family.

9. CMT -Teachers monitor the effectiveness of adjustments, accommodations and symptoms of concussion and report progress/recovery data and results regularly to CMT contact person.

- Data on progress/recovery shared with family and student.
- Family tracks and regularly reports progress on physical, cognitive sleep and emotional symptoms to CMT.

10. CMT makes adjustments and readjustments to individual plan until student no longer has special needs in the classroom resulting from the concussion.

- Student progress and updates are communicated to appropriate school staff, family and student.

11. CMT and family agree student is symptom free and function is “back to baseline” in the classroom.

12. Student returns to classroom full-time with no adjustments or accommodations.

13. Parents/guardians deliver medical clearance from the healthcare provider to the CMT and parent provides written permission for the Return to Play Progression to begin.

14. Student begins Return to Play Progression after a successful Return to Learn.

15. CMT ensures that the concussion date and adjustments for Return to Learn are documented in the student’s file.

- If symptoms last more than 2-3 weeks, follow up assessment and academic adjustments may need to be strengthened or remain in place longer.
- Student may need to visit physician for further evaluation.
- If problems persist, student supports may be provided through an MTSS/RtI Plan, a Health Plan or a 504 Plan. A small percentage of students may require a referral for special education.
- CMT offers resources on concussion to educators and parents throughout the Return to Learn progression.
- Contact BIRSST team members for information or resources on concussion for educators and parents!

RECEIPT OF THE 2021-2022 FACULTY HANDBOOK OF LAUREL-CONCORD-COLERIDGE SCHOOL

This signed receipt acknowledges receipt of the 2021-2022 Faculty Handbook of Laurel-Concord-Coleridge School.

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,
- 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.

Date of Signature: _____

Printed Name: _____

Teacher's Signature: _____

Return to: Jeremy Christiansen, Superintendent

**PRINT, SIGN, AND RETURN THIS FORM
ON OR BEFORE FRIDAY, AUGUST 27, 2021**