

**Columbus Public Schools
2016-17**



Teacher Handbook

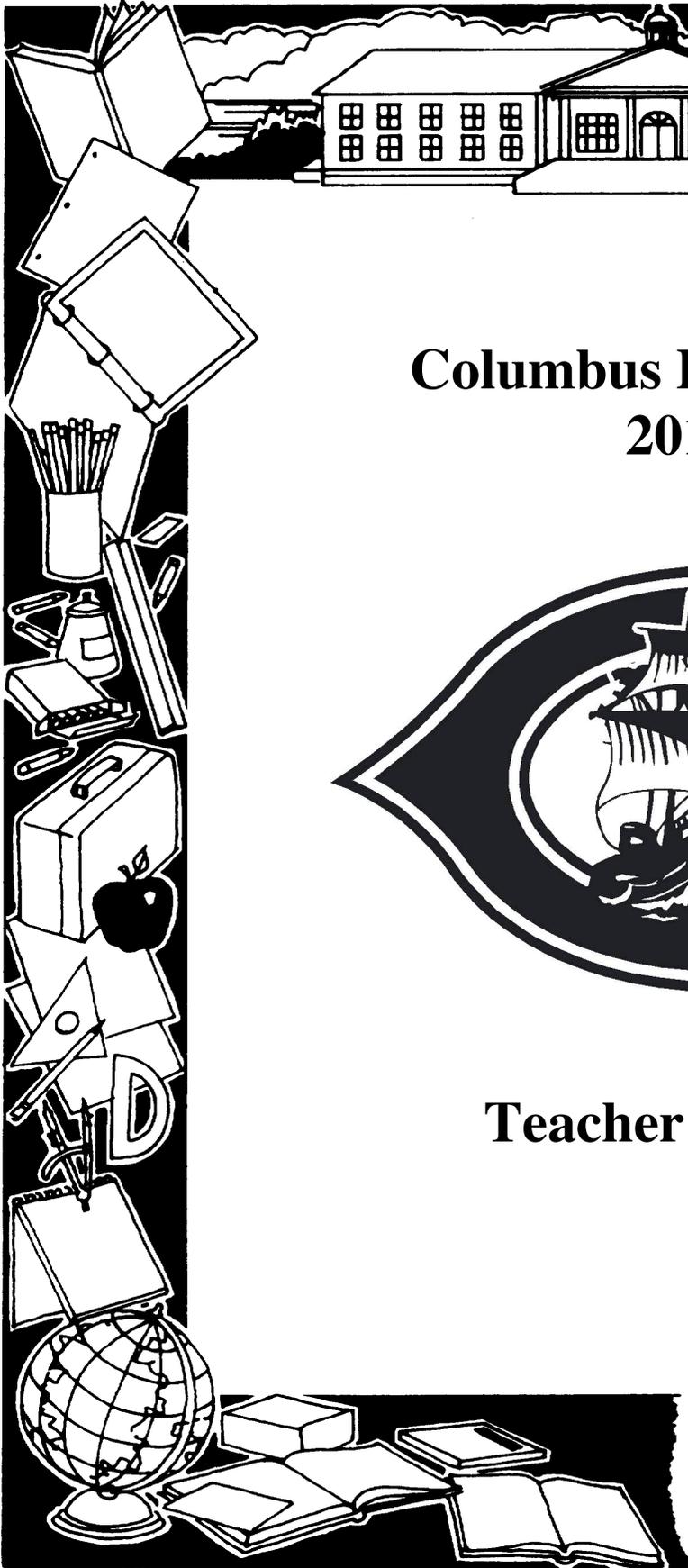


TABLE OF CONTENTS

Section 1	Intent of Handbook	5
Section 2	Information About Columbus Public Schools	6
Section 3	District Mission and Vision Statements	7

Article 1 – School Calendar & Schedules

Section 1	School Calendar	8
Section 2	Daily Schedule	9
Section 3	Severe Weather and School Cancellations	9
Section 4	Contract Days	9
Section 5	Make-Up Days	9

Article 2 – Employment, Compensation and Benefits

Section 1	Employment	10
Section 2	Assignments	10
Section 3	Personnel File	10
Section 4	Grievances and Complaints	10
Section 5	Compensation	11
Section 6	Extended Duty Pay	11
Section 7	Benefits	11
Section 8	Payroll and Payroll Deductions	12
Section 9	Expense Reimbursement	12
Section 10	403(b) Salary Reduction Agreements	12
Section 11	Overtime	12
Section 12	Employee Assistance Plan	12

Article 3 – Absences from Work

Section 1	Paid Leaves	13
Section 2	Payroll Deductions for Absences in Excess of Paid Leave	13
Section 3	Sick Leave	13
Section 4	Leave Without Pay	14
Section 5	Bereavement Leave	16
Section 6	Family Illness Leave	16
Section 7	Personal Leave	16
Section 8	Special Personal Leave	17
Section 9	Personal Professional Leave	17
Section 10	Adoption Leave	17
Section 11	Court Summons Leave	17
Section 12	Election Worker and Jury Duty Leave	17

Section 13	Military Leave	18
Section 14	Family and Medical Leave Act	18
Section 15	Consideration of Elective Leave Requests	20

Article 4 - Duties and Responsibilities

Section 1	Hours of Work & Meetings	21
Section 2	Arrival to Duty Assignments	21
Section 3	Leaving School	21
Section 4	Lesson Plans	21
Section 5	Daily Class Record Book	22
Section 6	Classroom and School Procedures	22
Section 7	Supervision of Students	23
Section 8	Managing Student Conduct	24
Section 9	Dispensing Medication	25
Section 10	Reporting Child Abuse	25
Section 11	Fundraising	26
Section 12	Purchases with District or Building Funds	26
Section 13	District Credit Cards	26

Article 5 – Personal & Professional Conduct

Section 1	Professional Ethics Standards	27
Section 2	Evaluations	29
Section 3	Role Model	29
Section 4	Relationships	29
Section 5	Professional Attire	29
Section 6	Private Tutoring	30
Section 7	Outside Employment	30

Article 6 – Academic Matters

Section 1	Purpose and Goals of Academic Achievement	31
Section 2	Teaching to Student Understanding to Assure Learning	31
Section 3	Instruction in the Curriculum	31
Section 4	Measuring and Reporting Academic Achievement	31
Section 5	Parent-Teacher Conferences	33
Section 6	Use of Video Resources for Instructional Purposes	33

Article 7 - Use of School Facilities and Equipment

Section 1	Drug-Free Workplace	34
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Section 2	Smoke and Tobacco-Free Workplace	34
Section 3	Weapon-Free Workplace	34
Section 4	Use of District Computer Network and Internet	35
Section 5	Use of School Facilities	37
Section 6	Care of School Property	38
Section 7	Use of Telephone	38
Section 8	Visitors	38
Section 9	Salespersons	38
Section 10	Security of Desks, Lockers, Etc.	38
Section 11	Video Surveillance	39
Section 12	Bulletins and Announcements	39
Section 13	Copyright and Fair Use Policy	39
Section 14	Lost and Found	40
Section 15	Safety	40
Section 16	Traveling on School Business	41
Section 17	District-Employee Communications	41

Article 8 - State and Federal Programs

Section 1	Notice of Nondiscrimination	42
Section 2	Designation of Coordinators	42
Section 3	Anti-discrimination & Harassment Policy	43
Section 4	Grievance Procedure for Persons with a Disability	44
Section 5	Confidentiality of Student Records (FERPA)	45
Section 6	Disclosure of Student Information to Military Recruiters and Colleges	45
Section 7	Disclosure of Staff Qualifications	45
Section 8	Student Privacy Protection	45
Section 9	Parental Involvement	46
Section 10	Homeless Students	47
Section 11	Breakfast and Lunch Programs	47
Section 12	Confidentiality of Protected Health Information	47

Columbus Public Schools Teacher Handbook

FOREWORD

Section 1: Intent of Handbook

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

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

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

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

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

This handbook will be in effect for the 2016-17 and subsequent school years unless replaced by a later edition.

Section 2: Information About Columbus Public Schools

Profile of Columbus Public Schools:

In many ways, Columbus Public Schools are similar to schools found in any mid-western community of 22,000 in population. However, the differences, which exist may be said to be significant. Only a close examination will reveal the importance of the differences because it is nearly impossible to quantify such things as community support, dynamic leadership, and belief in education.

The Columbus Schools are governed by a six-member elected Board of Education that sets policies for the District. The Board appoints a Superintendent who is responsible for day-to-day administration of Board policy. The superintendent supervises all administrative staff including building principals, who are in daily contact with teachers and students.

The Columbus Public School District serves approximately 3,800 students who live within its boundaries. The organization of the district features five new or recently remodeled K-5 elementary schools, one 6-8 middle school and one four-year high school. The District presently employs 285 Nebraska certified teachers.

Core area curricula for reading/language arts, math, science, and social studies are aligned to the Nebraska State Standards. Curriculum guides for all other content areas are developed using national standards. Curricula are reviewed and revised on a regular basis. Instruction in English, science, mathematics, social studies, information literacy, art, music, health, and physical education is provided at all levels. World languages, family and consumer sciences, computer literacy, business education, and technical education are available at the secondary level.

The District seeks to provide students with many educational options. The middle school offers high track courses in foreign language, language arts, math, and science. In addition, middle school students can take exploratory curriculum in industrial technology, art, speech, world language, family consumer sciences, chorus, music, band and computers.

The high school offers advanced placement (AP) classes in chemistry, calculus, English, physics, psychology, and U.S. Government, as well as college placement courses. Students have the opportunity to take coursework from other schools via the Distance Learning Center. Students also have the opportunity to take part in band, chorus and the fall musical as well as more than 55 extracurricular activities. Columbus High School offers 19 varsity sports and is in Class B, which means it is one of the largest schools in Nebraska. Teams participate in events sponsored by the Greater Nebraska Athletic Conference.

The elementary schools all have state of the art computer labs, and extended learning opportunities offered within the HAL Program, which is an enrichment program for high ability students focusing on higher level thinking skills.

Appropriate educational services for all students are important in the Columbus Public Schools. Students with handicapping conditions need specialized services to help them maximize their learning capabilities. A continuum of Special Education services and programs are provided to meet individual needs. These services include support services for families and children in home and preschool settings.

School age children receive Special Education services in regular education classrooms and in self-contained settings as determined by each child's individualized educational plan.

In the belief that reading is the key to academic success, the Columbus Public School District's reading program includes direct instruction in phonics, word structure skills, vocabulary, and comprehension skills. The Nebraska State Standards and teacher expertise are used to establish the grade level expectations. Reading instruction is provided in small groups at the appropriate level for each student. Ongoing assessment is an integral component of the instructional program to verify acquisition of skills and to ensure movement of students to the correct level of difficulty for instruction. In addition to the regular delivery of instruction, interventions are implemented whenever students are not meeting the expectations of their specific grade levels.

Assistance in the basic reading program is provided through a variety of support services in the elementary schools. Children in eligible schools who are in need of additional support may be helped through the Title I, ELL, or Special Education Programs.

Teachers selected for this district are judged to be highly professional with the desire and intent to continually grow professionally. Staff development activities are provided in-district through structured teacher collaboration meetings and on specified professional development days during the school year. In addition, staff members are provided opportunities to attend workshops and conferences as appropriate to their needs and instructional areas.

Teachers in Columbus:

- can participate in local, state and national professional groups.
- work together to develop and update curriculum.
- serve on professional task forces in the staff development program.
- have assistance from excellent specialized referral services.
- participate in decision making in their individual buildings.

Approximately 30 welcoming churches representing over 20 denominations provide ample opportunity for meaningful religious experiences in the church of an individual's choice.

Section 3: District Mission Statement

The Mission of the Columbus Public Schools: "Engaging all learners to achieve success"

The Vision of the Columbus Public Schools:

As the cornerstone of educational excellence in our community, we will continuously and passionately strive to be a high performing Professional Learning Community that will effectively meet the unique learning needs of each and every student. To attain our Mission we must demonstrate that:

- We are committed to maintaining a clear and shared focus on student learning.
- We are committed to providing a safe and supportive environment for learning and teaching.
- We are committed to establishing a high level of communication, trust, support, and accountability.

Article 1: SCHOOL CALENDAR AND SCHEDULES

Section 2: Daily Schedule

Will be communicated by the building Principal.

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. Local and regional radio and television stations broadcast the information regularly.

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. 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 through the automated calling system and to the news media when schools will be closed.**

After School Starts: Every attempt will be made to avoid closing school once classes are in session. In some instances closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

Parental Decisions: Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. You should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in 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: Columbus Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

Section 4: Contract Days

Teachers are contracted for 188 contract days for school year (hereinafter referred to as the "contract year"). Teachers new to the district have 191 contract days. These contract days shall be served by individual teachers on varying schedules as established by the Board of Education and administration.

Section 5: Make-Up Days

Unless weather prohibits it, staff will be required to report on snow days at a time determined by the Superintendent. In the event teachers are not required to report for duty due to inclement weather conditions or other circumstance whereby a duty day is canceled, such days shall not be credited as a contract day served. Make-up days may 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 Columbus Public Schools when the teacher signs the Teacher's Contract and the Board of Education approves such contract of employment. The teacher's employment continues absent action by the administration or the Board of Education to non-renew, terminate, amend or cancel the teacher's employment contract with the school district, or action by the Board of Education to accept a resignation of employment.

On or after March 15th 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 by the date designated in the notice. Failure of teachers to respond to the request to signify acceptance of employment by the designated date shall constitute cause for amendment or termination of the teacher's contract.

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 1st 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 with the approval of the Board of Education. A teacher will be expected to devote full time during days of school to the teacher's position and to diligently and faithfully perform the assigned duties to the best of the teacher's professional ability. Job descriptions, where available, provide additional information about the position duties.

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

Changes in Salary Schedule Placement. Changes in a teacher’s placement on the salary schedule are governed by the provisions of the negotiated agreement. Teachers are expected to provide the Director of Business Operations and Human Resources 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 provide an official transcript on or before September 1 from the post-graduate institution of the graduate hours earned will result in no recognized 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. Beginning with the 2013-2014 school year, teachers new to the district have the option to receive their salaries divided into thirteen (13) equal payments with the first payment beginning in August of their first year of employment. The August paycheck will also include summer training stipends. Insurance benefits or cash in lieu will begin on September 1 and be divided out over twelve (12) equal payments.

Signing Bonus: Teachers new to the district will receive their signing bonus plus any other stipend for required training completed prior to the first contract day. This pay will be issued in the August pay cycle.

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 Duty Pay

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at rate listed in the negotiated agreement.

Section 7: Benefits

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

teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA for certain qualifying events.

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

Section 8: Payroll and Payroll Deductions

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

Section 9: Expense Reimbursement

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours between two or more work sites. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal. Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

Section 10: 403(b) Salary Reduction Agreements

The District will cooperate with any teacher who chooses to participate in an investment program under an Internal Revenue Code Section 403(b) provided that the certificated employee executes a "Salary Reduction Agreement" provided by the District.

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.

Section 12: Employee Assistance Program

The District provides an Employee Assistance Program staff may access when needing to deal with issues such as depression, stress management, anxiety, marital difficulties, family conflict, alcohol or drug addiction, financial or legal concerns, problem gambling, eating disorders, childcare and eldercare, etc.

Article 3 – ABSENCES FROM WORK

Section 1: Paid Leaves

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

Definition of Immediate Family: For the purpose of implementation of this written agreement, only the following shall be considered members of the immediate family of an employee: Husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, aunt, and uncle, step children, step mother, step father, step brother, and step sister.

Requests for Leave: Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important. A teacher who becomes ill outside of school hours and is unable to work is to contact the Central sub-caller before 6:30 a.m. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to building secretary as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as possible.

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

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

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

Section 2: Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary shall be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = 188 days of total salary and fringe benefits.

Section 3: Sick Leave

Each certificated employee of the District, upon completion of one (1) full day of work during his/her first year of employment, shall be eligible for the provisions of this policy. This policy governs the extent an employee will receive pay for absence from work for reasons of personal illness/injury (see Workman's Compensation Policy), conditions associated with personal pregnancy, childbirth or related medical conditions and quarantine due to exposure to a contagious disease which prevents an employee from reporting to work able to perform his/her work satisfactorily. A written verification from a physician licensed to practice medicine may be required by the Superintendent after an absence from

work that exceeds five (5) consecutive working days. In addition, if said absence continues beyond twenty (20) consecutive working days, said employee may be required to submit a written verification from a licensed physician of the need for his/her continued absence from work and may be required to submit additional written verification from a licensed physician each ten (10) working days thereafter to remain eligible for this benefit.

The number of days an employee shall receive pay for absences due to reasons or conditions defined above will be determined by the number of accumulated sick leave days credited to said employee. An employee may, at his/her discretion, request that any days absent from work for a condition defined in the previous paragraph be treated as, and shall be granted as, leave without pay for such absences. Any days absent from work for a condition defined in the previous paragraph beyond the number of accumulated days shall be treated as leave without pay. Employees of the District will be granted ten (10) days of sick leave each year. Said days will be allowed to accumulate to a maximum of eighty (80) days.

Upon returning to work for absence due to a condition defined herein, the affected employee must file with his immediate supervisor a "Sick Leave" form. This form shall contain a perjury statement reading, "I declare under penalty of perjury that this is a true and just claim and falsifying this report could result in loss of all or part of my accumulated sick leave."

A teacher who is reemployed shall receive sick leave benefits in the following manner:

1. Up to two (2) years absence, no loss of accumulated leave;
2. Three (3) to five (5) years absence, five (5) days loss of accumulated sick leave for each year of absence;
3. Six (6) or more years of absence, will start as new teacher.
4. Covered employees on Extended Duty shall receive additional Sick Leave at the rate of one (1) contract day for each additional twenty (20) contract days of work.

Any catastrophic illness or other situation under the sick leave provisions may be considered by the Superintendent for additional sick leave.

Upon separation from the District a certificated employee who has completed 15 or more consecutive years with the District will be compensated one-half of the regular substitute teacher rate in that employee's final year with the district for each day of unused sick leave up to a limit of 40 days. Unused sick leave will be compensated in increments of no less than .5 days. Compensation will appear in the June payroll check.

In the event that the District implements an Early Retirement Incentive Program, a certificated employee who has completed 15 or more consecutive years with the District shall be permitted to select either the pay for unused sick leave benefit or the early retirement incentive program benefit, but not both benefits.

Section 4: Leave Without Pay

The Columbus Public Schools Board of Education, recognizing the need of staff members to take leave from their duties at school for various situations, establishes a program in which staff members can request a leave of absence without pay for a specific period of time. Approval of such leave shall be governed by the instructional needs of the students as determined by the Building Principal/Director.

Requests for leave without pay must receive the written approval of the Building Principal/Director and the Superintendent of Schools before being granted. Staff members shall submit their requests for leave on appropriate forms supplied by the School District and follow specific rules and regulations as established by the administration to support this policy.

The following rules and procedures will govern leave without pay:

1. A leave shall not be granted for a time period greater than one year in length.
2. Staff members shall make their requests on a leave without pay form and shall attach a written letter identifying the purpose for such leave. Forms should be submitted to their Principal or Director.
3. A Principal or Director shall consider the following before acting upon a request for leave without pay:
 - a. Instructional needs of the students in the District.
 - b. The needs of the staff member requesting the leave.
 - c. Ability to find a suitable replacement for said staff member.
 - d. If leave is for less than one year, appropriate starting and ending times of leave will be established. These times should prove to be the least disruptive for the students' educational program.
4. The Principal/Director may approve or reject the request for leave without pay.
5. If the Principal/Director approves the leave without pay, the staff member shall do the following:
 - a. Submit to the Principal/Director on an approved form the mailing address where the staff member can be reached during March of the year when the staff member is on leave so that the staff member can receive notice of the offer of continuing employment.
 - b. The staff member will understand that he/she shall respond to the offer of continuing employment by:
 - i. Stating that he/she wants to return to his/her position or;
 - ii. Requesting an extension of his/her leave for another year thereby giving up his/her right to a guaranteed position.
 - c. If a teacher is on an extension of his or her leave, and said teacher indicates that he/she wishes to be employed, such teacher shall accept the first position offered. If such offer is not accepted, no other offers will be made during that year. The teacher is free to apply for any position that is available and such application will be given consideration.
 - d. If the staff member does not respond within the allotted time frame, it shall be considered as a resignation and the Board will terminate the contract and all obligations to the staff member.
 - e. If the Principal/Director approves an extension for the staff member, the staff member shall complete all steps (a) through (c).
6. In no case will a staff member be granted more than two extensions to leave without pay. The total time frame of leave without pay and extension will not exceed three years. If a leave of absence begins during a school year and does not extend beyond ten (10) working days, said employee's salary will be reduced by $1/(\text{number of contract days})$ for each day missed. If said absence continues beyond ten (10) consecutive working days in one school year, said employee's salary and health insurance/annuity money will be reduced according to the formula named above. Said employee's life insurance and long term disability insurance will be continued at the District's expense for the duration of the leave during the school year for which the leave was initiated. Any employee receiving an extension of his/her leave beyond the school year during

which the leave was initiated will receive no salary or other monetary benefits until he/she returns to work. An employee on such leave beyond ten (10) consecutive days may elect to continue his/her health insurance at his/her expense. No increment credit will be awarded to any teacher on such leave if his/her absence during any school year is for more than one-half school year.

Section 5: Bereavement Leave

Five (5) days shall be granted in the event of the death of a child, spouse, parent, brother, sister, or sole responsibility, which shall not be charged against sick leave accumulation. Five additional days may be granted which shall be charged against accumulated sick leave.

Three (3) days shall be granted in the event of the death other immediate family members, which shall not be charged against accumulated sick leave. Three additional days may be granted which shall be charged against accumulated sick leave.

Up to two (2) days per year may be allowed to attend the funerals of relatives or personal friends not covered by the immediate family definition, which shall not be charged against accumulated sick leave. Two additional days may be granted during the current school year, which shall be charged against accumulated sick leave.

Staff members are to submit requests for bereavement leave on the Application for Leave form. Leave requests submitted following the absence will not be accepted unless approved by the Principal and Executive Director of Business Operations and Human Resources.

Section 6: Family Illness Leave

Up to ten (10) days of accumulated sick leave may be used in the case of family illness. Up to five (5) days of accumulated sick leave per year may be used for family parenting (birth of a child, grandchild, or adoption) leave. An additional five (5) days may be used for which substitute pay will be deducted. Thereafter, full pay deduction will be made.

The Superintendent may grant additional family illness days due to severe illness or injury to the employee's spouse, children or person(s) for whom the employee is solely responsible. Approved additional family illness days would be deducted from the employee's accumulated sick leave.

Section 7: Personal Leave

Two (2) days of paid personal leave shall be granted to each certificated employee during each contract year. Persons desiring to take a personal leave day must make a personal request to their immediate supervisor. The exercise of personal leave shall be subject to the following provisions:

1. Two (2) days of personal leave requested shall be subject to administrative approval and must be applied for at least (5) calendar days in advance of the date the leave will occur.
2. One (1) day of personal leave may be carried forward to the following school year resulting in a maximum at any time of 3 days personal leave.
3. The Superintendent may grant personal leave without 5 days notice (assuming the employee has a day of personal leave left) when conditions or situations make it impossible for an employee to fulfill his/her assigned duties.

4. Application for personal leave that extends the breaks of Labor Day, Thanksgiving, Christmas / New Years, spring break, Easter, or Memorial Day; or that replaces the first contract day, the last contract day, or parent / teacher conferences shall be subject to the Superintendent's approval.
5. Personal Leave shall be handled confidentially.
6. The District will compensate certificated employees \$100 for each day of unused personal leave up to a maximum of 2 days per school year. Unused personal leave will be compensated in increments of no less than .5 days. Compensation will appear in the June payroll check.
7. The District will initiate a request of each certificated employee to indicate whether the certificated employee will carry over one (1) day of personal leave to the following school year or will be compensated for unused personal leave as discussed in point 6, above.

Section 8: Special Personal Leave

Certificated Employees covered by the negotiated agreement are eligible for 1 day of special personal leave at no loss of pay during the school year for one or more of the following reasons. This leave will only be granted upon the use of an employee's personal leave under 6 E. Only the Superintendent may grant special Personal Leave.

1. Attendance at a special examination administered by a post-secondary educational institution for an advanced degree of the employee.
2. Attendance at a wedding of an immediate family member.
3. Attendance at a school-sponsored activity in which a son or daughter competes at the district, state, or national level.
4. Other events determined by the Administration to be of an emergency nature or extraordinary circumstances not covered above.

Staff members are to submit requests for special personal leave on the Application for Leave form and send it to the Payroll Office. Once personal leave and special personal leave balances have been verified, the leave form will be routed to the Superintendent for consideration.

Section 9: Personal Professional Leave

Certificated employees covered by this agreement shall be limited to three (3) Professional Leave days. Due to district initiatives, personal professional development, school improvement and/or professional improvement plans an employee may be eligible for this leave with the approval of the Superintendent and/or his/her designee.

Section 10: Adoption Leave

An employee of the District who adopts a child may use provisions of the Adoption Leave Policy as per state statute.

Section 11: Court Summons Leave

Any teacher subpoenaed to appear as a witness in court (except for personal law violations) must notify his/her supervisor as promptly as possible upon receipt of the subpoena. In addition to informing his/her supervisor, the teacher shall complete a Court Summons Leave Form.

Any teacher of the district responding to a subpoena as provided above shall not receive any reduction in salary for any part of the period of time he/she is absent from work. Any monies received from the court for such an appearance shall be the property of the teacher.

Section 12: Election Worker and Jury Leave

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

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

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

Section 13: Military Leave

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

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

Section 14: 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 servicemember during a 12-month period. A covered servicemember 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 servicemember medically unfit to perform his or her duties for which the servicemember 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.

Your 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 Columbus Public Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Columbus Public Schools 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. Columbus Public Schools requires the 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](tel:1-866-487-9243)) TTY: [1-877-889-5627](tel:1-877-889-5627) or www.wagehour.dol.gov

Section 15: Consideration of Elective Leave Requests

Staff members are to submit requests for all forms of elective leave (personal leave, special personal leave, and professional personal leave) to their immediate supervisor. Such requests will typically be approved, but may be denied based on relevant issues such as: a) the number of other regular employees who will be absent during the requested leave, b) the availability of substitutes, if necessary, c) special activities occurring in the building during the requested leave, d) if sufficient prior notice has not been provided, or e) if provided leave has already been utilized. Denied leave requests may be resubmitted for consideration on alternate dates.

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 be at their assigned duties, except that duty-free lunchtime can be spent off-site. Staff may leave the building earlier when called to a district 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 administrators, 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 that is one hour in combination before or after school. For specific times, check with building administrators.

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

Section 4: Lesson Plans

Teachers will prepare written lesson plans according to building rules and procedures. The plans must be in the plan book. Please keep the plan book, including lesson plans, class rosters, etc. in a noticeable, easily accessible place. If that is not possible, the plan book 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 a substitute teacher or other staff member not familiar with previous classroom activities or progress can

easily use them. The plan book must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

Section 5: Daily Class Record Books

Every teacher is required to keep a complete record of the attendance and achievement of every student.

Section 6: Classroom and School Procedures

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

1. 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 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.
2. Use of Phones/Cell Phones: Teachers shall not use phones or cell phones during instructional time or during professional development time except in the case of an emergency.
3. Use of Paraeducators: Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Classroom paras should primarily be used to provide individual or small group assistance to students. Paraeducators are to work only on their assigned workdays and within their assigned workday.
4. Checking Out of Equipment: All equipment must be checked out through the building principal or designee. 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.
5. Requisition of Equipment and Supplies: Books and supplies that 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.
6. E-mail: Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook. A user fee may be paid that allows staff to utilize computers for personal uses.
7. Teacher Mail Box: Each teacher will be assigned a mailbox located in the school office or workroom. 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 communicate regarding school business.
8. Teachers Meetings: All teachers are expected to be present for staff 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 supervised 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).
- Use of corporal punishment is prohibited at Columbus Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Profanity or abusive language should not be used. 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 safety instructions as often as needed.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).

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.

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 possible and students detained 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 escorted to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

Student Rights

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

Section 8: Managing Student Conduct

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for all students in the hallways, in the rest rooms, at assemblies, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time 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 approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the students 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 principal 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 mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) 1-800-652-1999 when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation, which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- Placed in a situation that endangers his or her life or physical or mental health;
- Cruelly confined or cruelly punished;
- Deprived of necessary food, clothing, shelter, or care;
- Left unattended in a motor vehicle if such minor child is six years of age or younger;
- Sexually abused; or

- Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

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

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

Section 11: Fundraising

Fundraising is defined as the selling of a product, providing a service or activity, or requesting donations of any kind. As noted in Board of Education policy 506.07, all fundraising for student organizations, outside organizations, and charitable giving campaigns must have prior administrative approval from the building principal and the Executive Director of Business/Human Relations, evidenced by signature on a completed School Fundraising Application. School District employees who supervise official school programs or extracurricular activities are directed not to organize, conduct, or involve students in fundraising activities unless the fund raising activity has been approved.

Section 12: Purchases with Building or District Funds:

The board of education recognizes the importance of a sound fiscal management practices and expects efficient and consistent procedures in purchasing materials and services for the district.

Requests for equipment, materials, books, supplies, reimbursement claims, and other expenses shall be made through the employee to his/her supervisor or administrator. Such requests are to be approved prior to the order being placed or the cost being encumbered. No payment of a bill will be made without an approved purchase order.

All purchasing for the district will adhere to an approved purchase process that clearly establishes the contractual arrangement between the supplier and the school district. No employee may enter into a contract with a supplier unless the administrator or supervisor also endorses that contract.

Section 13, District Credit Cards:

A CPS credit card may be checked out for occasions when you are traveling on district business and returned when its specific use has been accomplished. If you need to use a District credit card, contact the Director of Finance and Human Resources no less than 5 days in advance to obtain a request form and summary of District policies pertaining to expenditures and use of credit cards.

Article 5: PERSONAL AND PROFESSIONAL CONDUCT

Section 1: Professional Ethics Standards

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

Preamble

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

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics. The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

Principle I - Commitment as a Professional Educator:

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

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

Principle II - Commitment to the Student:

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

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

Principle III - Commitment to the Public:

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

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

Principle IV - Commitment to the Profession:

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

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

Principle V - Commitment to Professional Employment Practices:

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

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

Section 2: Evaluations

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

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 during school and after school hours.

Section 4: Relationships

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

Section 5: Professional Attire

It is important for teachers to project a professional image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting a professional image. Teachers 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. We encourage all staff to wear CPS apparel when appropriate.

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:

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

Section 7: Outside Employment

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

Article 6 – ACADEMIC MATTERS

Section 1: Purpose and Goals of Academic Achievement

The Columbus Public Schools Board of Education is committed to providing a quality education for all Columbus Public 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 educational model implemented by the District and reflected in the teacher evaluation instrument adopted by the Board of Education. Teachers are responsible for familiarizing themselves with the instructional model and the principles of instruction set forth in the evaluation instrument. The administration shall provide periodic in-services regarding the instructional model.

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

Section 3: Instruction in the Curriculum

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

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, teachers shall develop a variety of common 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 recommended that the teacher record at least two grades 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 the district-approved record keeping system. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

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

STUDENT EVALUATION SCALE:

The grade scales to be used for reporting student progress in are as follows:

93-100 A 86-92 B 78-85 C 70-77 D 0-69 F

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. Behavior should not be included in an academic grade. Marks are not expected to be distributed on a normal curve.

Updating Grades

6-12 teachers should update weekly. K-5 teachers should be updated every two weeks unless otherwise directed by principals.

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 parents or students question a grade, the parents/guardians and/or student may be included in the conference.

Incomplete Classes Some students in certain situations may qualify for an approved incomplete for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples.

Transfer Grades. A student transferring into Columbus High School at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the principal or designee.

Reports to Parents. Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, first semester, third quarter, and second semester.

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

All term or mid-quarter grades are calculated on a cumulative basis; i.e., the grade given at the end of the first quarter represents an evaluation of work done during that quarter, and the grade given at the close of the semester represents an evaluation of all the work done during the entire eighteen weeks.

The end-of-quarter and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have significant bearing on the student's grades or their relationship with teachers, 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 term or mid-quarter 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 during the school year. Teacher attendance at Parent-Teacher conferences is mandatory.

Section 6: Use of Video Resources for Instructional Purposes

Video or other media resources used to support the educational process must: 1) relate to the concept being taught, 2) have a PG-13 or lower rating (or have prior permission by the principal if above PG-13), 3) must be previewed in their entirety by the teacher before using in class, and 4) the expectation is to use excerpts of the program to illustrate important concepts rather than viewing an entire 90- to 120-minute show.

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 work place. 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 work place 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 in the District's buildings and on school grounds, all owned or leased facilities and vehicles is prohibited.

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 pocketknife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the

handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;

7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
8. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than are 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: Acceptable 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.

The expectation of the Board of Education is that employees will conduct themselves in such a way as to promote a positive school atmosphere through professional and appropriate dress code, interpersonal relationships, and employee conduct. This includes any communication, verbal, written or electronic. As public employees all staff should recognize that students, peers, parents, and community members are continuously observing their actions. All staff must be aware that their actions and demeanor are reflected in the conduct of students, which may impair their effectiveness as employees.

The personal life of an employee, when communicated by texting, social networking, or other personal communication portrayed via the Internet, or any other form of communication will be a concern of the Administration and Board of Education if it impairs the employee's ability to effectively perform his/her job or it violates local, state or federal laws or contractual agreements. This not only includes communication through devices provided by the district, but also personal or privately owned systems or electronic equipment if said communication merits disciplinary actions consistent with State law, Federal law, and/or Board Policy.

It is the expectation that all employees will maintain appropriate and professional boundaries with students at all times, both inside and outside of school. No employee shall engage in inappropriate or unprofessional conduct, especially conduct of a sexual nature, with a student at any time. This includes inappropriate communications, be it verbal, written or electronic, through any manner such as in person,

via telephone, cell phone, computer, personal data assistant, text messaging, instant messaging or any and all social networking mediums.

In using the computers and the Internet, users agree to the following:

1. Since copyright laws protect software and other content, users will not make unauthorized copies of software or content on school computers. If a user downloads public domain programs for personal use or non-commercially redistributes a public domain program, the user assumes all risks regarding the determination of whether a program is in the public domain.
2. Users shall not access material that is obscene, pornographic or otherwise inappropriate for educational, work-related, or personal uses or contrary to the District's mission. Users are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion.
3. Users will protect the privacy of other computer users' areas by not accessing their passwords.
4. Users will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment. Attempts to harm, destroy, or remove computer software or equipment is prohibited unless removed by authorized CPS personnel.
5. Users will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Users will not attempt to log in to the districts' local system administrator account.
7. Users understand that the intended use of all computer equipment is to meet instructional and educational objectives. All district related content and materials are required to be stored within a district domain account.
8. Users will not use the network for financial gain or for any commercial or illegal activity.
9. 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 user is solely responsible for any such charges.
10. Users are responsible for the integrity of information accessed and any software downloaded. If the computer becomes inoperable, the computer will be restored by the tech department to the state in which it was originally received by the user. Users will be responsible for reloading any lost material or programs.
11. Users will be responsible for back up of all data on the computer. The district recommends that all important data be stored within your district Google Drive account or saved to an external hard drive. The district is not responsible for lost data.
12. The District reserves the right to inspect a users' computer and computer usage at any time. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. Computers are the property of Columbus Public Schools, and are therefore subject to changes or modifications as deemed necessary by the district.
13. A technology protection measure is in place that blocks and/or filters Internet access. The Internet filter is designed for preventative access to Internet sites that are not in accordance with policies and regulations. Inappropriate bypassing of the filter is prohibited. When an authorized user bypasses the filter, the user takes responsibility for content that appears and is displayed for classroom viewing or on their device.
14. All district purchased software through the App store must utilize the user's @discoverers.org Apple ID (iTunes account). This includes the Apple suite (Pages, Numbers, Keynote) downloads on your district computer.

As the user, you are taking sole responsibility for all activity on any school issued device, whether activity be attended or unattended. 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 user's Internet account and computer privileges, reprimand, suspension, or termination.

Occasional Personal Use

The purpose of technology provided to staff at Columbus Public Schools is to meet the educational needs of the district. The occasional personal use agreement allows Columbus Public Schools staff to have occasional personal use. It is understood and accepted that any use of technology provided by the district is not private. It is important to remember that the equipment and the software are the property of the school district.

Important Information Concerning CPS Technology

Reporting lost or stolen technology during the school day:

- If your iPad or computer is missing or stolen, contact your building principal AND someone in the Tech Dept IMMEDIATELY: Leonard Kwapnioski (c-402-910-3282) or (x11517), Jeff Uchtman (c-402-276-1015) or (x12352), Corey Underdahl (c-402-650-6731) or (x12450), or Troy Medinger (x2020). If no one answers these extensions please send a text message to Jeff at 402-276-1015.
- Machines covered by AppleCare will follow Apple's troubleshooting protocol to determine if machine damage is covered. Employees may elect to purchase a damage protection plan through payroll deduction in October. All non-covered damages will be the responsibility of the employee. Under no circumstances shall an employee try to repair any district owned device. All repairs shall be reported to and coordinated by CPS District Technology as soon as possible.
- Be aware of the CPS policy regarding the use of student images and/or names in digital or paper media produced by you or in your classroom.
- Follow correct copyright procedures when using images and materials that you do not own.
- District owned and managed software will be updated by user through the self-service portal, On Demand. The self-service portal for On Demand software is currently found in System Preferences | Absolute Manage | Software Updates | Show On Demand Software.
- Self-installed software will be updated and maintained by the user who installed the software.

Reporting lost or stolen technology at times other than the school day:

- **Call the CPS Technology Hotline at [402-563-7069](tel:402-563-7069).**
- When calling in to report a lost or stolen device, please be prepared to provide the following information. If there is no answer, please leave this information on the answering machine:
 - Name of person the equipment is assigned to
 - Person's name making report
 - Location where computer was when it went missing
 - Contact number to be called back

Section 5: Use of School Facilities

Teachers will be issued keys to the school. Teachers are expected to not lose their keys and to not allow others to have access to or to use their keys. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the

building, they are to close all windows, lock their classroom door, and make sure that the entry door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

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

Section 6: Care of School Property

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

Section 7: Use of Telephone

Personal telephone calls shall not be made during student instruction time except in the event of an emergency. Long distance calls on school telephones must be made from the office.

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

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

Section 11: Video Surveillance

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

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

Section 12: Bulletins and Announcements

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

Section 13: Copyright and Fair Use Policy

It is the school's policy to follow the federal copyright law. 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 owner can claim the articles.

Section 15: Safety

Safety Program and Safety Committee

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

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

Safety Practices

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

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.

10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, 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.
11. Use your blood-borne pathogen kit and training provided.

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 involving students or staff, 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.

Section 16: Traveling on School Business:

School employees will be provided with a school-owned vehicle when such a vehicle is available. Submit a transportation request to the CHS Activities Assistant. When a school vehicle is not available or for trips outside the boundaries the District but less than 60 miles one-way, reimbursement for the use of a personal vehicle will be at the rate established by the State of Nebraska. If an employee chooses to use a personal vehicle in a situation where a school vehicle could have been used, the reimbursement rate for such travel will be the estimated cost of using a school vehicle.

Section 17: District-Employee Communications

The District sends regular communication to employees regarding upcoming events and activities to keep them informed. Under the Federal Telephone Consumer Protection Act, all calls whether live, automated, or prerecorded voice calls or text messages made to cellular phones using automated dialing technology are prohibited unless the calls are made for emergency purposes or made with prior express consent of the cellular phone subscriber. In order to comply with the Federal Consumer Protection Act, Columbus Public Schools needs your consent to call the cellular phone number. By signing receipt for this handbook, you give Columbus Public Schools permission to call all cell phones registered in District records for District communication purposes.

Article 8 – STATE AND FEDERAL PROGRAMS

Section 1: Notice of Nondiscrimination

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

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency.

Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the 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 8930 Ward Parkway Suite 2037 Kansas City, MO 64114 816-268-0550 FAX: 816-823-1404; TDD: 800-437-0833	The U.S. Equal Employment Opportunity Commission (EEOC) 1801 L Street, N.W. Washington, D.C. 20507 (800) 669-4000; TDD: (800) 669-6820
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Section 2: Designation of Coordinators

Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Columbus Public Schools, 2508 27th Street, Box 947, Columbus, NE 68602-0947, (402) 563-7000.

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

Section 3: Anti-discrimination & Harassment Policy

Elimination of Discrimination

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

Preventing Harassment and Discrimination

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

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

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

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

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

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

Complaint and Grievance Procedures

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

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

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

Section 4: Grievance Procedure for Persons with a Disability

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

- 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.
- 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.
- 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.
- The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
- The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's division is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any

additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

Section 5: Confidentiality of Student Records (FERPA)

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

Section 6: Disclosure of Student Information to Military Recruiters and Colleges

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

Section 7: Disclosure of Staff Qualifications

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

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

Section 8: Student Privacy Protection

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

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys which involve "sensitive" matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to "opt-out" their child from the survey. Sensitive matters include:
 - 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).
3. Instructional materials—permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term “instructional materials” does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
 4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information—the District policy is to not gather such information for such purposes.

Section 9: Parental Involvement

General - Parental/Community Involvement in Schools

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

- 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.

Title I Parental Involvement

The District has a separate policy established pursuant to the No Child Left Behind Act of 2001 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children been given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including

ensuring—(A) that parents play an integral role in assisting their child’s learning; (B) that parents are encouraged to be actively involved in their child’s education at school; (C) that parents are full partners in their child’s education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

Section 10: Homeless Students

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

Section 11: Breakfast and Lunch Programs

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

Section 12: Confidentiality of Protected Health Information

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

**RECEIPT OF 2016-2017 TEACHER HANDBOOK
OF COLUMBUS PUBLIC SCHOOLS**

This signed receipt acknowledges receipt of the 2016-17 Teacher Handbook of Columbus Public Schools. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Teacher's Signature _____

Date _____

Return by Wednesday, August 31, 2016 to:

Building Secretary

Building Secretary Return to:

Dave Melick, Director of Business Operations and Human Resources
Columbus Public Schools
2508 27th Street, Box 947
Columbus, NE 68602-0947

NOTE: Updates will be provided electronically.