

# PERSONNEL

## Section 1 Employment of Personnel

### A. Recruitment and Selection

The administration is to recruit and recommend for employment the best qualified personnel to implement and fulfill the mission, goals and policies of the ESU. All applicants so selected and recommended must satisfy the standards set by the Board and any applicable legal requirements.

All personnel shall be recommended for hiring by the Administrator with the final approval by the Board prior to hiring. The final approval by the Board should generally follow closely the recommendation of the Administrator, but such approval of recommendation is not mandatory on the Board.

Legal Reference:	
Date of Adoption:	May 20, 2019

### B. Equal Opportunity Employment

ESU 9 is an equal opportunity employer. It is the policy of ESU 9 to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

Legal Reference:	Title VI--34 CFR §100 et seq. Title VII--42 U.S.C. §2000e, et seq. Title IX--20 U.S.C §1681; 34 CFR 106.1 et seq. ADEA--29 U.S.C. §621 et seq. ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§48-1101 t to to 48-1126; Neb. Rev. Stat §20-168
Date of Adoption:	August 21, 2023

## Section 2 Staff Handbooks

The administration is responsible for preparing and distributing staff handbooks and job descriptions. Staff handbooks and job descriptions approved by the Board shall have the effect of Board-approved policy and, if approved by the Board later in time to any conflicting Board policy, shall control over conflicting Board policy.

Legal Reference:	
Date of Adoption:	May 20, 2019

## Section 3 Conflicts of Interest

### A. Employment of Board Members

No board member of ESU 9 shall be employed by ESU 9.

Legal Reference:	§ 79-1219
Date of Adoption:	May 20, 2019

### B. Employment of Immediate Family Members

A member of the Board or an employee with supervisory responsibilities may employ or recommend or supervise the employment of an immediate family member only if:

1. He or she does not abuse his or her official position. Abuse of an official position includes, but is not limited to, employing an immediate family member:
  - (a) Who is not qualified for and able to perform the duties of the position;
  - (b) For an unreasonably high salary; or
  - (c) Who is not required to perform the duties of the position.
2. He or she makes a full disclosure on the record to the Board and a written disclosure to the Administrator and/or Secretary of the Board; and
3. The Board approves the employment or supervisory position.

No immediate family member of a Board member or of an employee with supervisory responsibilities shall be employed by the ESU:

1. Without first having made a reasonable solicitation and consideration of applications for such employment;
2. Who is not qualified for and able to perform the duties of the position;
3. For an unreasonably high salary; and
4. Who is not required to perform the duties of the position.

Neither the Board nor an employee with supervisory responsibilities shall terminate the employment of an employee so as to make funds or a position available for the purpose of hiring an immediate family member.

This policy shall not apply to an immediate family member of a member of the Board or an employee with supervisory responsibilities who was previously employed in a position with the

ESU prior to the election or appointment of the Board member or of the supervisory employee. Prior to or as soon as reasonably possible after the official date a Board member takes office or an employee assumes supervisory responsibilities, such Board member or employee shall make a full disclosure of any immediate family member employed in a position subject to this policy.

Legal Reference:	§ 49-1499.04; § 49-1499.05
Date of Adoption:	May 20, 2019

**Section 4 Fitness for Duty**

Applicants must be physically and mentally capable of performing the essential functions of the position for which application is made, with or without reasonable accommodations. Some positions have physical requirements which must be demonstrated by satisfactorily completing a post-offer physical exam or post-offer questionnaire to establish the ability to perform the essential functions of the position. This will only be required after a conditional offer of employment has been made.

Employees must be physically and mentally capable of performing the essential functions of their position, with or without reasonable accommodations. Employees shall be required, upon request of the Administrator or designee, to respond or submit to medical inquiries or examinations which are related and necessary to performance of essential functions of their position where there is evidence of a job performance or safety problem and when required or otherwise permitted by law.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of the assigned position to their supervisor or the Administrator and are to request a meeting with the ADA Coordinator to discuss the provision of reasonable accommodations. Supervisors are required to notify the Administrator of any employees with restrictions that limit their ability to perform the essential functions of their assignment. The ESU shall make reasonable accommodations to qualified individuals with a disability in accordance with law.

Legal Reference:	ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§48-1101 to 48-1126; Neb. Rev. Stat §20-168
Date of Adoption:	August 21, 2023

## Section 5      Standards of Conduct

### A.      Drug-Free Work Place

It is the policy of ESU 9 to eliminate the influence of drugs, alcohol and other chemicals within the work environment and to educate students against the usage of drugs, alcohol and illegal substances. The ESU will implement regulations and practices which will insure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

The ESU has established a drug-free workplace. The drug-free workplace for this purpose includes ESU property, ESU-utilized vehicles, any place in which ESU employees perform duties, and any place in which ESU activities are held. The ESU recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with the ESU's mission and goals.

1.      The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any ESU property or at any ESU sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the workplace or on duty time shall be a violation of the drug-free workplace.
2.      The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the ESU's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3.      As a condition of employment, employees will abide by the ESU's drug-free workplace policies and notify the Administrator or designee of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
4.      Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. If employment is not terminated, sanctions may include the requirement that the employee complete an appropriate rehabilitation program.
5.      Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

The ESU will implement a drug and alcohol testing program in compliance with law for all employees whose position requires a commercial driver's license (CDL) or who are otherwise in "safety-sensitive" positions as defined by federal or state law. Refusal to submit to

pre-employment testing, or testing positive, shall disqualify an applicant for any position requiring such testing from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and be terminated from employment.

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

Employees shall be furnished with a paper or digital copy of this policy.

Legal Reference:	41 U.S.C. §§ 701 to 707 (Drug-Free Workplace Act of 1988) 49 U.S.C. § 31306 and 49 CFR Part 382 (Omnibus Transportation Employee Testing Act of 1991)
Date of Adoption:	May 20, 2019

B. Notification of Arrest, etc.

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

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

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

2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of

Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.

3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

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

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

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

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

Legal Reference:	
Date of Adoption:	May 20, 2019

C. Weapons

Employees shall not bring or possess a weapon in any facility or in any vehicle owned or under the control of ESU 9 or, while on duty, on any school property or at any ESU or school activity. This prohibition includes employees with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in an employee's personal possession or control, including a weapon in an employee's motor vehicle, desk, locker, backpack or purse. Any employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

An exception may be allowed for an employee to carry mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes for self-defense where it is established that the employee is presented with a clear and substantial risk to personal safety. An exception may also be allowed where the employee requests to possess a weapon for instructional purposes.

Any exception must receive prior approval of the Administrator and be cleared with the school(s) at which the employee is assigned, where applicable. Any exception must be limited to a non-lethal weapon. Further, the weapon must be possessed and used only in the manner approved and must be maintained in such manner as the Administrator has directed so as to prevent it from being used by any non-permitted person or from causing anxiety or harm to others.

Legal Reference:	§ 69-2441
Date of Adoption:	May 20, 2019

D. Civility

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

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

Any employee aware of another employee’s uncivil behavior shall report the conduct to the employee’s immediate supervisor or to the Administrator. There will be no retaliation against a person for making the report.

Legal Reference:	
Date of Adoption:	May 20, 2019

E. Professional Boundaries Between Employees and Students

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

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

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school or ESU related activities, such as the student’s homework, class activity, school sport or club, or other school or ESU sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student’s grades).
- Engaging in social-networking friendships with a student on MySpace, Facebook, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee’s position and not impair the employee’s capacity to maintain the respect of students and parents or impair the employee’s ability to serve as a role model for children.
- Engaging in sexual activity, a romantic relationship or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance – verbal, written, or physical – towards a student.

- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student’s physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly “touchy” with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with a student the employee’s problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee’s personal vehicle without express permission of the student’s parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student’s parent or school administrator.
- Inviting a student to the employee’s home without prior express permission of the student’s parent and school administrator.
- Going to the student’s home when the student’s parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children.

Legal Reference:	
Date of Adoption:	May 20, 2019

F. Visitors to Employees

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

Legal Reference:	
Date of Adoption:	May 20, 2019

G. Outside Employment

Employees shall not perform duties unrelated to their ESU 9 employment duties during their regularly assigned schedule. Employees shall not engage in outside employment which conflicts with their duties for the ESU.

No ESU 9 employee shall use for personal or private gain the intellectual property of ESU 9 or that which has been created, acquired or developed as a result of his/her employment with ESU 9 without prior approval of the administrator.



Without prior approval, no ESU 9 employee shall provide outside consulting or other services for personal or private gain to any school in Nebraska if such service is available from ESU 9.

Consulting activities for private or personal gain, provided to schools outside the state of Nebraska, shall require prior notice to the administrator and if applicable the use of personal and/or vacation time.

No employee shall use ESU 9 materials, facilities, equipment, products, or the services of other ESU 9 employees to prepare for or provide services for which the employee will receive outside compensation or would be considered to be for personal or private gain.

Employees are to notify the ESU Administrator of outside employment within five calendar days of accepting outside employment to the extent such is required for the ESU to comply with Nebraska School Employees Retirement System Act or other laws, or Board policy.

Legal Reference:	
Date of Adoption:	August 19, 2024

**H. Cell Phones**

The use of cell phones when on duty during the work day can become a source of disruption to the work environment and irritation to the school or coworkers. The personal use of cell phones during the work day should be limited to avoid disruption of duties.

Legal Reference:	
Date of Adoption:	August 21, 2023

**Section 6: Remote Work Policy**

Educational Service Unit Number 9 recognizes the benefits and flexibility of remote work arrangements for those employees who have been granted prior permission by the ESU Administrator to work remotely. This policy aims to establish guidelines and procedures to govern remote work arrangements while maintaining productivity, accountability, and compliance with applicable laws and regulations.

**A. Eligibility:**

Remote work arrangements may be available to eligible employees at the discretion of the ESU Administrator or designee and in accordance with the needs of the organization. No employee has a right to work remotely and the ESU Administrator shall have the discretion and authority to terminate any remote work arrangement as the Administrator deems appropriate.

**B. Work Hours and Availability:**

Remote employees are expected to adhere to their regular work schedule, as established by their supervisor. Remote employees must be accessible during their designated work hours and remain available for communication and collaboration with colleagues and supervisors. Any deviations from the regular work schedule must be approved by the supervisor in advance. A remote employee who fails to promptly communicate and be available during their regular work schedule may lose their remote working privileges, at the discretion of the ESU Administrator or designee.

C. Communication and Collaboration:

Remote employees must maintain regular communication with their supervisor and colleagues through appropriate channels (e.g., email, phone, video conferencing). Remote employees are expected to participate in meetings, training sessions, and other work-related activities as required by their supervisor.

D. Data Security and Confidentiality:

Remote employees are responsible for ensuring the security and confidentiality of school board data and information. Remote employees must comply with all applicable data security policies and procedures, including those related to remote access and use of ESU systems and resources.

E. Home Office Setup:

Remote employees are responsible for providing and maintaining a suitable home office environment, including necessary equipment, internet access, and ergonomic furniture. The ESU will not be responsible for expenses related to home office setup or maintenance.

F. Performance and Evaluation:

Remote employees will be evaluated based on their performance, productivity, and adherence to work policies and procedures. Supervisors will monitor and assess the performance of remote employees on an ongoing basis and provide feedback and support as needed.

G. Compliance with Policies and Regulations:

Remote employees are expected to comply with all ESU policies, procedures, and regulations, including those related to conduct, ethics, and professionalism. Any violations of policies or regulations may result in disciplinary action, up to and including termination of employment.

H. Reimbursement for Mileage:

Employees who work remotely and are required to attend meetings shall not be eligible for mileage reimbursement for driving to said meetings. Any travel expenses incurred for attending meetings shall be the responsibility of the employee, unless otherwise approved in advance by the ESU Administrator or designee.

I. Implementation and Interpretation:

The ESU Administrator is granted the authority to interpret and administer this Policy in the best interests of the ESU.

Legal Reference:	
Date of Adoption:	August 19, 2024

**Section 7 Safety**

ESU 9 is committed to providing and maintaining a safe and healthy work environment. The administration is to make the safety of employees an integral part of the management function. Each employee is to make safety an integral part of their duties by following established safety regulations and procedures, assisting in accident prevention activities by reporting any job-related injury to the administration immediately, reporting unsafe conditions immediately, and providing suggestions to eliminate accidents and injuries. Failure to follow safety rules may lead

to disciplinary action up to and including termination.

Safety and health management is the ultimate responsibility of the Board. Functional authority for continued development and implementation of health and safety is hereby delegated to the Administrator or the Administrator's designee.

The Safety Committee shall maintain documentation of its compliance with this policy.

Legal Reference:	§ 48-443 to § 48-445
Date of Adoption:	May 20, 2019

## **Section 8 Employee Files and Privacy**

### **A. Employee Files**

The ESU complies with all federal and state laws regarding the collection and maintenance of health and medical information.

The administration shall protect the confidentiality of personal information in records regarding personnel beyond salaries and routine directory information. Job application materials submitted by applicants, other than finalists, who have applied for employment, shall also be maintained as confidential records. Such confidential records information shall be released only to the extent required by law or as appropriate for the operations of the ESU.

The following information is designated as "directory information" and may be given to parents or guardians of students served by the ESU upon request:

1. Whether a certificated staff member has met State qualifications and licensing criteria for the grade levels and subject areas in which the certificated staff member provides instruction.
2. Whether the certificated staff member is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the certificated staff member, along with information about other graduate certification or degrees held by the certificated staff member, and the field of discipline of the certification or degree.
4. The qualifications of a paraeducator assigned to their child.

Information regarding an employee's medical condition or history is to be maintained in a separate medical file and treated as confidential, including employment background checks related to physical or mental condition and records pertaining to FMLA leaves for health related reasons. Records maintained pursuant to the federal drug and alcohol testing laws, including drug and alcohol tests of employees and driver investigation history files for new or prospective drivers, are to be maintained in a separate file in a location with controlled access.

To the extent the ESU conducts any functions within the purview of HIPAA, which may include group health plans or student health services, it designates the ESU as a hybrid entity as to any

such functions. The administration shall develop and implement all necessary practices and procedures to comply with laws governing protected health information (PHI) to the extent applicable and to maintain the privacy of PHI that the ESU receives, obtains, or transmits. The Administrator is designated as the HIPAA privacy officer for the ESU.

Legal Reference:	§ 84-712.05 (7) and (15) (Public Records Act) 34 CFR 200.61 (NCLB) 29 CFR § 1630.14 (ADA regulations) 29 CFR § 825.500 (FMLA regulations) 49 CFR 391.23 (Drug Testing regulations) Health Insurance Portability and Accountability Act (HIPAA)
Date of Adoption:	August 19th 2024

B. Social Security Numbers

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

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

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

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

4. Identifier. As an employee number for any type of employment-related activity.

Legal Reference:	§ 48-287; 5 USC § 552a (note) (Privacy Act of 1974)
Date of Adoption:	May 20, 2019

C. Shredding Consumer Reports (Background Checks)

The administration shall take reasonable measures to protect against unauthorized access to consumer information from consumer reports.<sup>1</sup> A consumer report includes criminal background checks performed on applicants or employees by a third party. It does not include criminal checks performed by ESU staff.

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

1. Shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed. Burning or pulverizing such papers are also options where appropriate.
2. Destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.

<sup>1</sup> “The term ‘consumer report’ means any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer’s eligibility for . . . employment purposes.” Fair Credit Reporting Act, 15 U.S.C. § 1681a(3).

3. After due diligence,<sup>2</sup> entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material in a manner consistent with this directive.

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

Legal Reference:	FTC Rule on Disposal of Consumer Report Information and Records, 16 CFR Part 682
Date of Adoption:	May 20, 2019

D. Prohibition on Aiding and Abetting Sexual Abuse

An employee, contractor, or agent of the ESU is prohibited from assisting another ESU employee, contractor or agent in obtaining a new job if the individual knows or has probable cause to believe, that such other employee, contractor, or agent engaged in sexual misconduct

with a minor or student in violation of the law.

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

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

Legal Reference:	ESSA sec. 8038, § 8546
Date of Adoption:	May 20, 2019

E. Workplace Privacy Policy

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

<sup>2</sup> The FTC rule states: "In this context, due diligence could include reviewing an independent audit of the disposal company's operations and/or its compliance with this rule, obtaining information about the disposal company from several references or other reliable sources, requiring that the disposal company be certified by a recognized trade association or similar third party, reviewing and evaluating the disposal company's information security policies or procedures, or taking other appropriate measures to determine the competency and integrity of the potential disposal company."

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

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

Legal Reference:	48-3501 to 48-3511
Date of Adoption:	May 20, 2019

## **Section 9 Fair Labor Standards Act (Minimum Wage & Overtime)**

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

Overtime: Overtime will be paid to non-exempt employees as required by law; that is, when a non-exempt employee works more than 40 hours in a work week. Compensatory pay in-lieu of overtime pay may be implemented in accordance with law. A non-exempt employee shall not work overtime without the express approval of the employee's supervisor. The proper forms must be completed to request paid overtime or compensatory time before the overtime hours are to begin. Contact the finance department for the form.

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

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

The ESU's policy is to authorize unpaid disciplinary suspensions of a full day or more for



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

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

Legal Reference:	Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; 29 CFR §§ 541.303; 541.602-03; 541.710; 553.20-.28; 771.105; Neb. Rev. Stat. § 48-1230; LB 217 (2019)
Date of Adoption: May 20, 2019	Revision Date: August 19, 2024

**Section 10 Attendance and Leaves of Absence—Generally**

A. Attendance

The ESU depends on each employee to be reliable and punctual in reporting for work in order to provide its services and programs safely and efficiently. Regular, dependable, in-person attendance at work is an essential function of each employment position.

Employees are to be absent from scheduled work only to the extent reasonably unavoidable. Appointments are to be scheduled for non-work hours whenever possible.

Leaves are to be used for the purpose intended. Abuse of leave privileges will not be tolerated. Such abuse may result in disciplinary action, up to and including termination of employment.

Legal Reference:	
Date of Adoption:	May 20, 2019

B. Reporting Absences and Making Leave Requests

Employees are to utilize the appropriate notification and approval procedures for all absences, this includes recording the absence in the Employee Portal and notifying the attendance secretary or your supervisor. It is important to give as much advance notice of the need to take a leave as possible.

1. *Requesting Use of Leave Days.* An employee who wants to use available leave

is to submit a Request for Leave form to the employee’s supervisor. Ideally, the request is to be submitted at least 5 days prior to the leave. The supervisor may require that more advance notice be given depending on the nature of the employee’s duties or the need to schedule a substitute. Leave requests should be made as soon as practicable under the circumstances.

2. *Giving Notice of Unscheduled Absences.* An employee who is unable to request prior advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. Before the end of the day on the first day of the absence, and on each subsequent day of absence, the employee is to report whether the employee will be able to return to work on the next duty day.

Legal Reference:	
Date of Adoption:	August 21, 2023

C. Returning from Absences

1. *Justification for Absences Taken Without Prior Approval.* If an employee is absent without prior approval either: (1) the day immediately preceding or immediately following a regularly scheduled school break (such as winter break, spring break, and quarter or semester breaks) or (2) during the first two weeks or the last two weeks of school (student contact days), the employee will be required to give verification (for example, a doctor’s note) to establish that the employee was unable to work for an excusable condition or excusable reason.
2. *Establishing Fitness for Duty.* Employees must present a written statement from their physician or health care provider to their supervisor when the employee is absent for any period of time because of injury requiring care from a physician or health care provider, or absent from work for 10 days or more due to a personal health condition. The statement is to clearly verify that the employee is mentally and physically able to return to duty. This statement is to be presented in person, or by other methods agreed upon by both parties, to the employee’s supervisor before the employee returns to duty in order that the readiness to perform work can be observed and/or discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Americans with Disabilities Act (ADA) Coordinator to discuss the provision of reasonable accommodations. The ESU will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

Legal Reference:	
Date of Adoption:	May 20, 2019

D. Paid Leaves

1. *Paid Leaves Available.* ESU 9 makes the following forms of paid leaves available: Sick Leave, Bereavement Leave, Personal Leave, Vacation Leave, Professional Leave, Holiday Leave, Weather-related Leave, Business Leave, Adoption Leave, Jury Duty Leave and Civil Leave. In addition, ESU 9 complies with laws that require leaves to be allowed without loss of pay, such as for military service, etc.
2. *Negotiated Agreement.* Paid leaves are provided for in the negotiated agreement with the designated association of certified employees. The negotiated agreement will control where there is any direct conflict with this policy.
3. *Nature of Paid Leave.* Paid leave is available to employees when the following specific conditions are met: (1) the employee is currently employed by the ESU; (2) the paid leave day is taken on a day the employee would otherwise be expected to be at work; and (3) the employee has met the conditions that are applicable to the type of paid leave that has been requested.
4. *Leave Year.* The leave year for paid leaves is ESU 9's fiscal year unless otherwise stated by individual contract.
5. *Leave Days.* Paid leave days are provided based on the same number of hours the employee is scheduled to work on the day the leave is taken. Leave may be requested in quarter hour increments if a full day absence is not necessary.
6. *Eligibility Based on Employment Status.* For purposes of eligibility for paid leave days, employees are identified as:
  - i. *Full-Time Employees*—Employees scheduled to work in one position at least 1.0 FTE as stated in an employee's work agreement/contract (1,387.5 hours per leave year for certificated employees). Eligibility for full-time status treatment based on combinations of positions is subject to prior written approval of the Administrator.
  - ii. *Part-Time Employees*—Employees who are contracted to work at least 9 months in the leave year and who are scheduled to work at least .5 FTE as stated in an employee's work agreement/contract. Except as otherwise specified, Part-Time Employees are provided paid leaves on a pro rata basis measured against the FTE equivalent defined in the employee contract/work agreement.
  - iii. *Ineligible Employees*—Employees who are not Full-Time or Part-Time Employees, as defined above, including any employees employed on a substitute or temporary basis. Ineligible Employees are not eligible for any paid leaves.
7. *Unused Days.* See Sick Leave, Vacation Leave and Personal Leave.

Legal Reference:	§§ 48-1228 to 48-1232 (Wage Payment and Collection Act)
Date of Adoption:	May 20, 2019

E. Sick Leave

1. *Days Per Leave Year.* Employees have 10 days sick leave available per leave year. The number of sick leave days is pro-rated when an employee is hired mid-leave year. Part-time employees shall receive sick leave that is commensurate with their full-time equivalency (ex: a .8 FTE employee will receive 8 days of sick leave each leave year). Employees may take sick leave in quarter hour increments.
  
2. *Availability.* Sick leave is a paid leave when the employee may be absent from duties due to illness, injury, temporary disability of the employee, or to attend medical appointments that cannot be scheduled outside normal working hours, or due to the employee needing to care for a member of the employee's immediate family who is ill, injured, needs medical examination, or has a serious health condition. For this purpose, "immediate family" includes the employee's spouse, parents, children, as well as the employee's parent in-laws and step-family members (step parents and step children), and any legal guardianship of the employee. Employees may utilize up to 2 days for "non-immediate family" sick leave for family members outside of the immediate family member definition. Use of non-immediate family sick leave must be approved in advance and will be subtracted from the employee's sick leave accumulation. **Activities other than caring for their own health or that of an immediate family member reflect an abuse of sick leave.**
  
3. *Additional usage.* An employee may use up to 5 days of their accrued sick leave per leave year to be paid for their absence from work to bond with or care for their healthy newborn child or child placed with the employee for adoption or foster care. If the employee is eligible for FMLA leave, this use of sick leave is to run concurrently with FMLA. In addition, an employee may use two days of their accrued sick leave per leave year to be absent from work to bond with or care for their healthy newborn grandchild or grandchild placed with the family for adoption or foster care. This does not impact an employee's right to use sick leave for general family care purposes, i.e., to care for a child who has a routine illness or to take a child to medical, dental, or optical appointments or well-baby doctor visits, or if the child has a serious health condition. The employee shall be deemed to have waived these paid leave days, if not taken immediately following discharge from the hospital or upon commencement of placement except as the Administrator and the employee may otherwise agree.
  
4. *Carry-over and Accumulation.* Unused sick leave may be carried over from one leave year to the next succeeding leave year to a maximum of 60 sick leave days. Any sick leave days in excess of 60 at the end of the year will be forfeited and not carried over. At the start of the next leave year, employees will receive an additional allocation of 10 sick days. However, any unused sick days over 60 days will not be carried forward to the next year.

Legal Reference:	
Date of Adoption:	August 19, 2024

F. Bereavement Leave

1. *Days Per Leave Year.* The maximum number of days of all forms of bereavement leave in a leave year cannot exceed 10 days. Part-time employees shall receive bereavement leave that is commensurate with their full-time equivalency. Bereavement leave does not come out of your sick leave accumulation. Employees may take bereavement leave in quarter hour increments.
2. *Immediate Family.* Employees are entitled to 7 consecutive days of paid bereavement leave per event for the death of an immediate family member. For this purpose, "immediate family" includes the employee's spouse, parents, children, as well as the employee's parent in-laws and step-family members (step parents and step children), and any legal guardianship of the employee.
3. *Non-Immediate Family.* Employees are entitled to 3 days of paid bereavement leave per event for the death of an extended family member, who is not considered an immediate family member of the employee or their spouse, as defined above. This leave requires advance approval from the employee's supervisor.
4. *Non-Family.* Employees are entitled to 1 day of paid bereavement leave per event to attend services for a person who is not a family member but with whom the employee had such a close relationship that they would be expected to attend the funeral. Non-family bereavement leave requires advance approval from the employee's supervisor.
5. *Use of Bereavement Leave.* Bereavement leave is to be used for purposes of addressing issues related to the death and to attend funeral services. The taking of a bereavement leave without attending funeral services could be considered an abuse of bereavement leave.
6. *Carry-over and Accumulation.* There is no carry-over or accumulation of unused bereavement leave.

Legal Reference:	
Date of Adoption:	August 19, 2024

G. Personal Leave

1. *Eligibility.* Certificated, LMHP, professional employees, and Hourly 10 month staff (less than 260 day contracts, but considered at least .5 FTE) are eligible for personal leave. Employees with vacation leave are not eligible for personal days.
2. *Days Per Leave Year.* Employees receive 1 day of personal leave in their first year of employment and 2 days per year thereafter, the one day of personal leave is pro-rated when an employee is hired mid-leave year. For example, if an employee is hired on November 1st, they receive a prorated number of hours for the partial year, and 2 days per leave year thereafter. Part-time employees receive personal leave that is commensurate with their full-time equivalency. Employees may take personal leave in quarter hour increments.
3. *Availability.* Personal Leave allows an employee to take paid time off to attend to business that can not be conducted outside of the normal work day.
4. The use of personal leave is to be determined at the discretion of the employee's immediate supervisor.
5. *Carry-over and Accumulation.* Only Certificated personnel may carry over personal days, as stated in the negotiated agreement. No other personal leave may be carried over.

Legal Reference:	
Date of Adoption:	August 19, 2024

H. Professional Leave

1. *Eligibility.* Certificated and professional/licensed employees may be granted professional leave.
2. Professional leave is available for attendance at local, regional, state, or national functions provided attendance is judged by the Administrator or designee to be for professional development of the employee in an aspect of the employee's employment duties or of potential benefit to the ESU or schools served by the employee. Attendance at such functions is to be determined at the discretion of the Administrator. Expenses for attendance, including transportation, meals, registration fees, and other function-related expenses deemed necessary and approved by the Administrator will be paid in accordance with the Coffee Act Policy.
3. There is no carry-over or accumulation of unused professional leave.
4. *Professional Committee Duties:* Before agreeing to serve on professional committees, the employee shall request permission from the administrator to be absent from duty to perform the services required. Said request shall include the dates and time it is anticipated the employee will be absent from duty and the duties to be performed as a member of the committee or group, as well as expected professional travel expectations and expenses.

Legal Reference:	
Date of Adoption:	August 19, 2024

I. Vacation Leave (12 Month Classified)

1. *Availability.* Vacation leave is available as accrued on a monthly basis (defined in the table below). You will not accrue vacation during unpaid leaves of absence. Personal days are not provided separately.
2. *Accumulation.* The maximum amount of vacation hours you can accrue is 20 days. Once that maximum is reached, further accruals will cease until the vacation hours are taken and fall below the maximum allowed.
3. *Days Per Leave Year.* Those employees under work agreements with ESU 9 and employed on a twelve month basis shall earn paid vacation days as follows:

Years of Employment - Days of Vacation *		
Years of Employment	Monthly Accrual (12 month hourly employees)	Annual Total (subject to max accrual caps)
0-1 year	7 & 1/3 hours/month	11 days
2-4 years	8 hours/month	12 days
5-9 years	11 & 1/3 hours/month	17 days
10 years and over	14 & 2/3 hours/month	22 days

\*This chart is based on a 1.0 FTE over 12 months, all others will be prorated.

- a) The calculation of years of employment for vacation accrual will be based on the employee's anniversary date, which is the date they started their employment, if hired as a benefit eligible employee (employed for at least .5 FTE). If an employee was not benefit eligible upon hire (employed for less than .5 FTE), but later becomes benefit eligible, their anniversary date will be the date they became eligible for benefits for purposes of calculating years of employment for vacation accrual. The period of employment considered for calculating years of employment must be continuous and uninterrupted.
- b) The employee's new monthly accrual, after reaching 2, 5, and 10 years of employment, will change on the next month's pay date following their anniversary date. (Ex. If an employee's hire date was July 1st, their new monthly accrual will begin on August's payroll).
- c) The monthly accrual amount for a partial month, such as the hiring month or terminating month, will be prorated based on the number of days worked in that month. The proration calculation will involve dividing the number of days worked by eligible workdays (including paid holidays) in the month.

Legal Reference:	
Date of Adoption:	August 19, 2024

J. Vacation Leave (12 Month Supervisory)

- 1. *Availability.* Vacation leave is available on an annual basis at the start of each leave year (defined in the table below), but it is subject to accrual caps. Personal days are not provided separately. The number of vacation leave days is pro-rated for employees hired mid-leave year. Part-time employees receive vacation leave that is commensurate with their full-time equivalency.
- 2. *Carry-over and Accumulation.* Unused vacation leave may be carried over from one leave year to the next succeeding leave year. The maximum accrual cap for supervisory/exempt employee vacation leave is 30 days. At the start of each leave year, employees may receive their annual vacation leave allotment. The amount granted will be the lesser of the annual allotment (based on the chart below) or the number of days allowable up to the "cap". Example: If the employee ends year 2 with 20 vacation days, at the start of year 3, they will receive only 10 vacation days (not 12 days), as the accrual is maxed at 30 days. If they use no vacation days in year 3, all 30 days will carry forward, but they will not accrue any additional vacation days, at the start of year 4.
- 3. *Days Per Leave Year.* Those employees under work agreements with ESU 9 and employed on a twelve month (260 day) supervisory/exempt basis shall earn paid vacation days as follows:

Years of Employment - Days of Vacation*	
Years of Employment	Annual Total <i>(subject to max accrual caps)</i>
0-1 year	11 days

2-4 years	12 days
5 to 9 years	17 days
10 years and over	22 days
*This chart is based on a 1.0 FTE contract, all others will be prorated.	

- a. The calculation of years of employment for vacation accrual will be based on the employee's anniversary date, which is the date they started their employment, if hired as a benefit eligible employee (employed for at least .5 FTE). If an employee was not benefit eligible upon hire (employed for less than .5 FTE), but later becomes benefit eligible, their anniversary date will be the date they became eligible for benefits for purposes of calculating years of employment for vacation accrual. The period of employment considered for calculating years of employment must be continuous and uninterrupted.
- b. For employees hired midyear, their annual leave for their first year will be prorated based on the number of days they are expected to work that year, including holidays, divided by 260 days. For example, an employee hired on November 2nd and expected to work 195 out of 260 days would receive 8.25 days of leave (since 195/260 is 0.75 of the annual allocation). At the start of the following leave year, the employee will move to tier two and receive 12 days of leave.
- c. Employees will advance to the next vacation tier at the start of the leave year in which they reach their 2nd, 5th, and 10th years of employment.

Legal Reference:	
Date of Adoption:	August 19, 2024

Vacation Leave (Directors/Administrator)

1. *Availability.* See individual contracts.

Legal Reference:	
Date of Adoption:	August 19, 2024

K. Holiday Leave

1. *Availability.*

2023-2024 School Year Holiday Schedule				
Holiday	Date	Employee Groups Affected		
		Hourly & 12 Month staff	Hourly 10 month staff	Certificated/LMHP/Professional staff (less than 260 day contracts)
Labor Day	September 2nd	With pay	With pay	Non-contract day



Thanksgiving & Friday after Thanksgiving	November 28th and 29th	With pay	With pay	Non-contract day
Christmas & Other Christmas Break Days	December 23rd - January 2nd	With pay	With pay	Non-contract day
Spring Break Days	Two days - aligned with contracted school schedule	Not eligible	With pay	Non-contract day
Good Friday & Monday after Easter	April 18th & 21st	With pay	With pay	Non-contract day
Memorial Day	May 26th	With pay	N/A - Off for summer	N/A - Off for summer
4th of July	July 4th	With pay	N/A - Off for summer	N/A - Off for summer

2. Employees will be granted holiday hours only for the hours they were originally scheduled to work on a holiday. If a holiday falls on a day when an employee is not scheduled to work, no holiday hours will be granted.
3. Employees must be .5 FTE to earn Holiday Pay.
4. No compensation time can be earned on a holiday payday, except in emergency situations approved by the administrator.
5. Employees granted early dismissal before a holiday, as declared by the administrator, may be permitted to leave work early. Typically, those not present in the office cannot count these early dismissal hours as leave. Exceptions to this rule may be granted by the administrator. For any adjustments to leave requests or questions regarding timesheets related to early dismissals, employees should consult with the finance department.

L. Weather-related Leave

To prioritize the safety and well-being of our staff during inclement weather, this policy outlines procedures and guidelines for snow or adverse weather conditions. Our staff's safety is paramount. If weather conditions make travel unsafe, staff should promptly inform their supervisor and assigned location.

ESU 9 encompasses a wide geographic area with programs across various regions. Therefore, employees must communicate their plans with their supervisor during inclement weather. It's possible that an itinerant location for the day may be unsafe to travel to, while the main office

location remains open and safe. In such cases, staff may be required to report to their main office location. Staff should refer to their employment classification below for their specific rules and regulations.

1. Certified/Professional 185-Day Staff:
  - i. Itinerant staff are expected to follow the snow day and weather-related policies of their assigned location for that day. If a staff member was scheduled to work on a day when a snow day, late start, or early dismissal due to weather is declared, they will not be required to report to the main office. Staff members may be required to make up the missed work hours or participate in professional development activities on an alternative day. The scheduling of make-up work and professional development will be determined by the school administration of their assigned locations. Itinerant staff should follow their contracted school schedules in determining snow days and any necessary make-up days.
  - ii. Staff members who had planned leave on a snow day can request to recall their leave if their plans are affected by the weather. Approval from their supervisor is necessary for leave recall. Examples of leave that can be recalled include a canceled dentist appointment because of the weather. Examples of leave that should not be recalled include being on non-contract during a snow day when their plans are unaffected.
2. Hourly/260 Day Staff/Other non-itinerant staff:
  - i. Snow days and weather closures are declared by ESU 9 administration. If the office is closed but work can be completed remotely and there is work to be done, staff may be asked to work from a location of their choice. No trading of snow days is permitted.
  - ii. Weather-related pay will only be provided to staff members who were scheduled to work on the affected day, but were unable to work. Weather-related pay is only payable for the number of hours the staff member was unable to work due to the weather. It is not intended to accrue compensation time or overtime. In addition, employees must be .5 FTE to earn weather-related pay.
  - iii. Staff members who had planned leave on a snow day can request to recall their leave if their plans are affected by the weather. Approval from their supervisor is necessary for leave recall. Examples of leave that can be recalled include a canceled dentist appointment because of the weather. Examples of leave that should not be recalled include being on vacation during a snow day when their plans are unaffected.

Legal Reference:	
Date of Adoption:	August 19, 2024

M. Unpaid Leaves

Employees must use all paid leave before they can request unpaid leave. Should an employee be absent from work in excess of the employee’s available paid leaves, the absence will be an unpaid leave, subject to supervisor approval. The employee’s salary and fringe benefits (including the cost of premiums for group health insurance) may be subject to reduction for the day or days of work

missed.

Legal Reference:	
Date of Adoption:	August 21, 2023

K. Discretionary Leave of Absence

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

Legal Reference:	
Date of Adoption:	May 20, 2019

L. FMLA

It shall be the policy of Educational Service Unit #9 to grant unpaid leave pursuant to the FMLA unless otherwise covered by other policies of ESU #9 or unless otherwise requested by an eligible employee of ESU #9 and approved by the administrator.

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

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

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

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

An “equivalent position” for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other

indicia. In the case of coaching or other similar extracurricular duty assignments, “equivalent position” can be any extracurricular duty assignment. In the case of other employees or positions, “equivalent position” can be one with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Administrator or the Board.

By law, FMLA leave is available only to employees who meet certain conditions. One of the conditions is that the employee “is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.”

The ESU will allow employees who do not meet this condition due to the location of their worksite to take unpaid leaves on the same terms and conditions as other ESU employees are allowed to take FMLA leaves. Such unpaid leaves will be allowed as an ESU provided benefit and not as an FMLA protected leave.

Legal Reference:	29 USC Sections 2611 to 2618 and 29 CFR Part 82
Date of Adoption:	May 20, 2019

M. Military and Family Military Leave

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

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

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

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

Legal Reference:	Neb. Rev. Stat. §§ 55-160 to 55-166 Neb. Rev. Stat. §§ 55-501 to 55-507 29 U.S.C. §§ 2611, et seq.; 29 CFR Part 825 (FMLA) 38 U.S.C. §§ 4301 to 4333; 20 CFR Part 1002 (USERRA)
Date of Adoption:	May 20, 2019

N. Adoption Leave

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

employee's child.

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

Legal Reference:	§ 48-234
Date of Adoption:	May 20, 2019

O. Jury Duty Leave

An employee who is summoned for jury service must promptly notify the employee's immediate supervisor. The employee will be allowed time off for jury duty. There will be no loss of salary or deduction in leave time for time spent in jury services. The ESU may at its discretion reduce salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty.

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

Legal Reference:	§ 25-1640
Date of Adoption:	May 20, 2019

P. Subpoena to Testify Leave (Civil Leave)

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

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

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

Legal Reference:	
Date of Adoption:	May 20, 2019

Q. Voting Leave

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

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

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

Legal Reference:	§ 32-922
Date of Adoption:	August 19, 2024

**Section 11 Professional Employees**

A. Professional Employees Defined

Professional employees include "certificated employees," which for purposes of the Board policies, means any teacher, or other employee in a position or assignment which requires a certificate issued by the Commissioner of Education.

Professional employees for purposes of the Board policies also include employees in a position or assignment which may or may not require a special service certificate issued by the Commissioner of Education or a professional license issued by the Nebraska Health and Human Services. Designation in the Board policies of an employee as a "professional employee" shall not extend continuing contract rights to any employee who is not defined by statute as "certificated employee."

Legal Reference:	§ 79-1234(2)
Date of Adoption:	May 20, 2019

B. Qualifications and Assignment

All ESU staff who have professional or teaching responsibilities for students shall hold valid Nebraska teaching certificates pursuant to NDE Rule 21. Teaching assignments shall be made only to ESU teachers who hold valid Nebraska teaching certificates having appropriate endorsements, provided such endorsements are being offered by a Nebraska standard institution of higher education.

Special service certificate holders shall be limited to providing those services specified on their Nebraska Special Services Certificate.

All ESU staff who have responsibilities that require a professional license issued by the Nebraska Health and Human Services shall possess and maintain valid licensure as required by law as a condition of employment and continued employment.

Any requests for reassignment and/or change in FTE shall be submitted in writing to the Director of Special Services and ESU Administrator on or before February 1 of each year. The reason for the request must be provided in sufficient detail.

Legal Reference:	NDE Rule 84, sections 5.02-.04
Date of Adoption:	May 20, 2019

C. Supervision, Assignment and Evaluation When Serving Schools

The policies governing the supervision, assignment and evaluation of ESU employees when they are serving on the instructional or service faculty of a school are as follows:

1. Supervision. Employees assigned to serve a school remain responsible for adhering to the policies of the ESU and to the directives of their ESU supervisor. Employees must further adhere to the policies of the school applicable to their assignment and duties and to the directives of the school's Superintendent or designated administrator of the school; provided such are consistent with ESU policies and directives and with the employee's assignment. The employee's supervisor is to coordinate and communicate with the employee and with the school's administration and make such personal visits to the employee at the school as needed to ensure that the employee is adhering to such responsibilities and receiving the necessary resources and proper treatment. The employee's supervisor is to establish a protocol to ensure that the employee is at the school at the times the employee is responsible to be at the school.
2. Assignment. In making assignments of employees to serve schools, consideration will be given to the wishes of the employee and the schools. However, the ESU reserves the right to assign and re-assign in the best interests of the ESU as determined by the Administrator.
3. Evaluation. When evaluating the performance of an employee assigned to serve a school, the evaluator is to consider, and solicit as needed, information from the school administration related to the performance of the employee while performing duties at schools. Observations of performance of the employee at the school should be made as appropriate to complete the evaluation.

Legal Reference:	NDE Rule 84, section 3.05
Date of Adoption:	May 20, 2019

D. Additional Credit Hours for Salary Schedule Advancement

1. To be eligible for consideration for advancement on the salary schedule, course work must receive prior approval by the administration. This includes all hours which will be used to advance to the next horizontal step even though advancement may not occur during the current contract year.

2. Staff anticipating earning academic credits during the current school year and/or summer which may qualify them for advancement on the salary schedule, must report that intention to the administrator prior to March 1. Eligibility for advancement on the schedule will include four factors:
  - a) Notification of intention by March 1
  - b) Completion of the hours by August 15
  - c) Verification of credits earned
  - d) Administrative approval of the hours earned
  
3. Final verification of credits shall be by official transcript. The state/federal programs office will accept a copy of the grade report for the September and October payroll checks. Deadline for submitting official transcripts shall be October 30.
  
4. Assignment of staff to master's degree column and above shall be automatic only when such degree be directly related to the staff member's assigned responsibility. All other persons possessing a master's degree, or contemplating earning a master's degree outside their assigned area, and desiring assignment to a master's degree status on the salary schedule, shall make application with the administrator and stipulate their reasons for requesting the exception to the policy.
  
5. Hours earned by staff who are assigned master's degree salary schedule status will be applied to the salary schedule automatically only if those hours are graduate level and are related to the staff member's assigned area.
  
6. In no event will any hours earned prior to the receipt of any college degree be counted toward advancement on the salary schedule beyond such degree. Only hours obtained after the conferral of a degree shall be allowed for purposes of salary schedule advancement, conditioned upon all other applicable board and administrative policies.

The forms to request approval may be obtained in the form center. Staff members who are in doubt about the applicability of hours for salary schedule purposes should submit a request for approval prior to enrollment.

Legal Reference:	
Date of Adoption:	August 21, 2023

E. Standards of Ethical and Professional Performance for Professional Employees

The State of Nebraska and the Board of ESU 9 recognize that teaching and its related services, including administrative and supervisory services, are a profession with all of the rights, responsibilities, and privileges accorded other recognized professions. The Board recognizes and endorses the Standards of Ethical and Professional Performance as established by the Nebraska Department of Education — Rule 27.

F. Private Tutoring or Services

A professional employee may not provide private tutoring or professional services in exchange for compensation from a source other than the ESU or an ESU member school without advance



approval of the Administrator:

1. to a child that the employee teaches or provides professional services in the course and scope of the employee's duties to the ESU; or
2. in an ESU facility or in an ESU member school facility; or
3. during the employee's duty hours.

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

Legal Reference:	NDE Rule 27, sections 27.402E, 27.403F and 27.404B
Date of Adoption:	May 20, 2019

#### G. Evaluations

The Board delegates to the Administrator the responsibility of developing, organizing and implementing a system-wide program for evaluating professional employees. The Administrator shall develop effective evaluation procedures and instruments. The evaluation process is to be conducted in such a manner as to be consistent with and advance the mission and goals of ESU.

This evaluation policy is intended to set forth expectations for the administration and not to give rights to employees. As such, a failure to complete observations or evaluations of the designated duration and frequency shall not give the professional employee rights with regard to continued employment. Such failures, however, are to be considered in evaluating the responsible evaluator's performance.

1. Communication of Evaluation Process. Annual written communication of the evaluation process to those being evaluated shall be made by distributing a copy of the evaluation instrument to the professional staff at the beginning of each evaluation year.
2. Duration and frequency of observations and written evaluations. The duration and frequency of observations and written evaluations are to be as follows:
  - a. Probationary Professional Employees.
    - i. Probationary professional employee for purposes of this evaluation policy means a professional employee who has served under a contract with the ESU for less than three successive years.
    - ii. Formal observations of probationary teachers are to be based upon actual classroom observations for an entire instructional period. For probationary professional employees other than teachers, the formal observations shall consist of in-person observations comparable to that for teachers.
    - iii. Probationary employees are to be formally observed and evaluated at least

once each semester.

- iv. The responsible evaluator is expected to complete the second semester evaluations of probationary professional employees prior to April 15 of each year.

b. Tenured Employees.

- i. Tenured professional employee for purposes of this evaluation policy means a professional employee who has served under a contract with the ESU for at least three successive years.
- ii. Formal observations and evaluations of tenured teachers are to be based upon actual classroom observations for an entire instructional period. For permanent professional employees other than teachers, the formal observations shall consist of in-person observations comparable to that for teachers.
- iii. Tenured professional employees are to be formally observed and evaluated at least once each school year. Where it is appropriate based on the permanent employee's employment with the ESU, overall experience, and prior evaluations, the responsible evaluator may establish an evaluation cycle of up to every three years, rather than an annual evaluation cycle.

- c. Employees' Responsibility. Professional employees are expected to inform the responsible evaluator of instructional periods or professional activities that would be conducive to an evaluation and to make themselves readily available to be evaluated. In the event the responsible evaluator has not initiated the evaluation process nearing the time within which an evaluation is to be completed, the employee has the responsibility to notify the responsible evaluator such that the evaluation can be completed when due.

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

- e. Additional Observations and Evaluations. The duration and frequency of observations and written evaluations is specified as a minimum expectation for the evaluators. Observations and evaluations of greater frequency or number than required may be conducted and made at the request of the employee or in the discretion of the evaluator.

3. Evaluation Criteria. Professional employees performing instructional duties shall be evaluated based upon the following evaluation criteria:

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

For professional employees in non-instructional capacities, the Administrator shall establish such other evaluation criteria as the Administrator determines appropriate given the duties of the employee; provided that personal and professional conduct be included.

In preparing summative evaluations, evaluators are to consider not only the formal observations conducted, but also informal observations and other relevant information

concerning the performance of the employee in each of the evaluation criteria. Further, evaluators are to consider the input of administrators and other professional staff of the schools served by the employee, as applicable.

4. Communication of Deficiencies. The evaluation process is to include written communication and documentation to the evaluated employee specifying deficiencies, specific means for the correction of the noted deficiency, and an adequate timeline for implementing the concrete suggestions for improvement.

As professionals, professional employees may be assigned responsibility to provide suggestions for improvement plans or job growth strategies and shall have the duty of complying with such requests. Further, in the event improvement plans or other similar performance measures are implemented, professional employees shall have the duty to comply with such plans.

Professional employees are expected to be cooperative, professional, and to exhibit a willingness to improve performance and to accept the constructive criticisms and suggestions of the evaluator.

5. Responses to Evaluations. Professional employees will be given seven calendar days from receipt of an evaluation in which to give a written response to the evaluation.

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

Legal Reference:	NDE Rule 10 (as guidance only; not directly applicable to the ESU)
Date of Adoption:	May 20, 2019

H. Complaint and Grievance Procedure

1. Purpose:

It is the intent of the Board that potential areas of conflict and equitable solutions to problems which may arise affecting the welfare or working conditions of employees of ESU 9 be resolved at the lowest possible administrative level. In keeping with the goal to maintain high staff morale and increased effectiveness of employees, the Board has adopted a formal procedure for resolving complaints and grievances.

2. Definitions:

To insure that all parties have a clear knowledge and understanding of the formal grievance procedure, the following definitions of terms shall be used by the Board and all employees of ESU 9:

- a. Complaint - shall mean a claim based upon an event or condition that affects the welfare or condition(s) of employment of an employee or group of employees.
- b. Grievance - shall mean a written complaint which was not resolved to the satisfaction of the aggrieved through the complaint procedure and the individual prefers to carry the complaint further.
- c. Party of Interest - shall mean the person or persons making the claim, including their designated representative.

3. Formal Complaint Procedure

The aggrieved employee shall present the complaint directly to the immediate supervisor within ten (10) workdays of the knowledge of the event or condition that affects the employee. The employee and supervisor should discuss the issue(s) in an effort to

resolve the problem informally within three (3) workdays. If no response is given the employee within three (3) workdays, or the response is unsatisfactory to the employee, the complaint will, at that time, immediately become a grievance.

#### 4. Formal Grievance Procedure

Certificated employees can find the full complaint and grievance procedure in the master negotiated agreement located in Appendix A.

Legal Reference:	
Date of Adoption:	August 19, 2024

##### I. Reduction in Force

Reductions-in-force of certificated staff may occur due to decreasing enrollments in schools served, limited financial support, changes in financial support, budget restrictions, changes in programs, changes in services provided, changing needs for services by school districts, changes in full time equivalencies, or other changes in circumstances. If a change in circumstances occurs necessitating a reduction in force, the Administrator or designee shall recommend to the Board those certificated employees to be reduced, and the Board shall take action thereon, in accordance with applicable laws.

Reductions in force may include termination of an employee's contract, amendment of an employee's contract to reduce the employee's full time equivalency from full-time to part-time or from part-time to a lesser part-time, amendment of an employee's contract to eliminate positions or assignments and compensation related to such positions or assignments, and any other change that is a termination, non-renewal, or amendment of an employee's contract under the continuing contract laws.

The criterion for determining the employee or employees to be reduced in force are as follows (not listed in order of importance):

1. Areas of certification and endorsement. It shall be the responsibility of all certificated employees to file with the Administrator a copy of their teaching certificate or administrative and supervisory certificate or other license, including endorsements, upon initial employment with the ESU. On or before March 15th of each year thereafter, for so long as the employee is employed in the ESU or has rights of recall, the employee shall file with the Administrator evidence of any changes in the employee's certification, endorsements, or licensure which have occurred since March 15th of the previous year or which are pending.
2. Special qualifications that may require specific training and/or experience.
3. Existing school assignment.
4. Staffing requests from schools.
5. Location of schools and assignments.
6. Programs to be offered.
7. State and federal regulations which may mandate certain employment practices.

8. Contributions beyond the standard duties of the certificated employee's position, including contributions to activity programs of the schools.
9. Qualifications based on past performance and competence as determined by the Administrator or the evaluator of the affected employees through employee evaluation procedures. The criteria for employee evaluations (including frequency of the evaluation, evaluation forms, number and length of classroom observations, if applicable) used for purposes of this policy consists of the ESU 9 Board policies and administrative rules, regulations, forms and practices related to the periodic evaluation of certificated employees in effect as of the time the evaluation was completed. Such evaluation policies, etc., are incorporated herein as though set forth in full.
10. The organizational and educational impact created by multiple part time certificated employees.
11. Any other criteria which are rationally related to the instruction and services provided by, and the administration of, the ESU.

No employee may be reduced through a reduction-in-force while a probationary employee is retained to perform a service in a position that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

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

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

A certificated employee whose contract is terminated because of reduction-in-force shall be considered to have been dismissed with honor. The employee shall, upon request, be provided a letter to that effect. The employee shall have preferred rights to re-employment for a period of twenty-four months commencing at the end of the contract year. The employee shall be recalled on the basis of length of uninterrupted service to the ESU to any position for which the employee is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits which had accrued to the employee prior to the reduction, but such leave of absence shall not be considered as a year of employment by the ESU. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.

Any certificated employee whose employment contract is reduced as a result of reduction-in-force shall, during the period of recall, report current address information to the Administrator and inform the Administrator of any changes of address thereafter. If a

vacancy occurs for which the employee has rights of recall, the offer of such employment may be sent by the Administrator to the employee's last reported address. If no acceptance of such offer is received from the employee within fourteen days of mailing and the Administrator has no personal knowledge of the whereabouts of the employee (other than said last known address), the employee shall be deemed to have waived rights to recall to that employment position.

Legal Reference:	§§ 79-846 to 79-848 §§ 79-1234 to 79-1239
Date of Adoption:	May 20, 2019

**J. Certificated Substitutes**

**1. Certificated Substitutes Defined**

Certificated substitute means any employee who holds a substitute certificate and works on a temporary non-contractual basis.

**2. Short-term vs Long-term substitutes**

Substitute teachers working less than 16 consecutive scheduled work days will be paid at the short-term substitute rate. The daily sub rate is set by the board each July, see board minutes for approved rate.

Substitute teachers working 16 or more consecutive scheduled work days will be paid a daily salary based on their appropriate placement on the current ESU 9 salary schedule. The wage difference between the salary schedule placement and the short-term substitute rate paid for the first 15 days will be paid retroactively.

Payment when subbing for less than a full day:

<b>Hours Worked Per Day</b>	<b>Percent of Daily Rate</b>
Up to 3.5 hours	50% of daily rate
3.5 hours and over	100% of daily rate

**3. Mileage Reimbursement**

Substitute teachers will follow the Special Services Contracted Staff mileage reimbursement policy. See travel section for details.

Legal Reference:	
Date of Adoption:	August 21, 2023

**Section 12 Classified Employees**

**A. Classified and Non-Certificated Employees Defined**

Classified employee, for purposes of the Board policies, means any employee or assignment which is not within the definition of "professional employee" as set forth in the Board policies.

“Non-certificated employee,” for purposes of the Board policies, means any employee who is not a teacher or otherwise in a position or assignment which requires a certificate issued by the Commissioner of Education.

Legal Reference:	§ 79-1234(2)
Date of Adoption:	May 20, 2019

B. “At Will” Status

All employees and assignments that do not require a certificate issued by the Commissioner of Education shall be on an “at will” basis. Non-certificated employees shall have no property right in continued employment and need not be given a hearing or any other procedural or substantive due process prior to termination of employment.

Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the evaluation process for non-certificated employees shall be or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the “at will” employment of non-certificated employees. No administrator or other employee of the ESU has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship without specific Board approval.

Legal Reference:	
Date of Adoption:	May 20, 2019

C. Hiring, Assignment and Dismissal

The Board delegates to the Administrator the authority to hire, assign, reassign, suspend and dismiss classified and non-certificated employees. Such authority shall be exercised in compliance with the policies of the Board. The Board reserves the authority to modify or reverse any such action taken by the Administrator.

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

Legal Reference:	
Date of Adoption:	May 20, 2019

D. Standards of Ethical and Professional Performance for Classified Staff. In fulfillment of a classified employee’s minimum responsibilities, each classified employee:

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



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

Legal Reference:	NDE Rule 27 (as a guide)
Date of Adoption: May 20, 2019	Revision Date: Oct. 19, 2020

E. Evaluations

The Board delegates to the Administrator the responsibility to develop, organize and implement a program to evaluate classified employees. The evaluation process is to be conducted in such a manner as to be consistent with and to advance the mission and goals of ESU.

A failure to properly complete evaluations shall not give a classified employee rights with regard to continued employment. Such failure, however, is to be considered in evaluating the responsible evaluator's performance.

Legal Reference:	
Date of Adoption:	May 20, 2019

F. Internet Safety Policy

It is the policy of the ESU to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the ESU's computer network, the ESU shall: (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including

so-called “hacking,” and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. “Inappropriate material” for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the ESU’s online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
4. Supervision and Monitoring. It shall be the responsibility of all members of the ESU staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Administrator and the Administrator’s designees.
5. Parental Consent. The ESU shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
6. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

## G. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the ESU's Internet Safety Policy. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the ESU or made available by the ESU. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.

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

The Administrator and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The ESU reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the ESU's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. Personal Gain: Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. Personal Matters: Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the ESU that makes such use permissible under law.

Occasional use that the Administrator or designee determines to ultimately facilitate the mission of the ESU is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the ESU: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the ESU's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for personal use; or sending an e-mail related to one's own private consulting business.

- c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,
  - 1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  - 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  - 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  - 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  - 6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  - 7. Users shall not engage in any form of vandalism of the technology resources.
  - 8. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.

e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any ESU policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:

1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
2. to engage in unlawful harassment or discrimination, such as sending emails that contain sexual jokes or images.
3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the ESU is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
4. to engage in or promote violations of student conduct rules.
5. to engage in illegal activity, such as gambling.
6. in a manner contrary to copyright laws.
7. in a manner contrary to software licenses.

5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The ESU does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The ESU is not responsible for the integrity of information accessed, or software downloaded from the Internet.

6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the ESU may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed ESU training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

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

### **Section 13: Reporting Date, Equipment/Purchasing, Travel, Intellectual Property, Outside Employment, Medications**

#### **Reporting of data and information required to comply with school, agency, state, and federal law, rules, regulation, and policy**

To enable ESU #9 to effectively and efficiently comply with information and data requirements prescribed by law and accompanying rules and regulations, employees of ESU #9 shall be required to accurately complete and submit on or before the established due date, all forms provided by ESU #9 for reporting purposes.

Employees shall as a part of their duties complete the necessary Monthly Time Schedules, Individual Diagnostic and Service Reports, Teacher Consultant's Service Reports, Mileage Claim Forms, Claim Forms and other forms (Special Education, Title I, ESU #9, State and Federal) which may be required by ESU #9 as part of its services and contractual obligations to schools served.

Employees shall not report data and information on forms other than those provided for that purpose.

#### **A. Equipment and Purchasing,**

At times, employees will need the necessary equipment and supplies to carry out their essential job functions. Additionally, travel may be required to fulfill professional obligations and to attend necessary trainings. Required daily travel to provide services to area schools shall be governed by ESU 9 policy (see below).

All purchases and travel shall be pre-approved by the department director, and it is the responsibility of all ESU 9 employees to make sure the facilities, equipment and materials are

clean and in good working condition.

## **B. TRAVEL**

### **1. Transportation of Students**

Employees should transport students in ESU vehicles only. Employees will not transport students in private automobiles unless authorized in case of an emergency and with prior approval by the ESU #9 Administrator or Director.

### **2. Mileage**

Special Services Contracted Staff (Teachers, LMHPs, Paraprofessionals, Interpreters, Certificated Substitutes, etc.):

Special Services Contracted Staff using privately owned vehicles while engaged in Educational Service Unit 9 business will be reimbursed at the federal approved rate. Reimbursable mileage shall be computed as follows:

#### **A. For Those Residing Within the ESU 9 Boundary**

1. Deduct miles from home to their daily first assignment up to a maximum of ten (10) miles per day. Contracted Staff will be reimbursed for all additional miles driven to their daily first assignment. This reimbursement is subject to tax.
2. Reimbursed for all miles driven from their daily first assignment to any subsequent assignments during the day.
3. Deduct miles from their daily last assignment to home up to a maximum of ten (10) miles per day. Contracted Staff will be reimbursed for all additional miles driven to home. This reimbursement is subject to tax.
4. For services contracted outside the ESU 9 boundary, items above apply for mileage reimbursement.

#### **B. For Those Residing Outside the ESU 9 Boundary**

1. Deduct all miles from home to the nearest ESU 9 boundary. Deduct miles from the ESU 9 boundary to their daily first assignment up to a maximum of an additional ten (10) miles per day. Contracted Staff will be reimbursed for all additional miles driven to their daily first assignment. This reimbursement is subject to tax.

2. Contracted Staff will be reimbursed for all miles driven from their daily first assignment to any subsequent assignments during the day.
3. Deduct miles from their daily last assignment to the ESU 9 boundary up to a maximum of ten (10) miles per day. Contracted Staff will be reimbursed for all additional miles driven to the ESU 9 boundary. Contracted Staff will deduct miles from the ESU 9 boundary to home. This reimbursement is subject to tax.
4. For services contracted outside the ESU 9 boundary, Contracted Staff will receive mileage reimbursement in the same manner as Contracted Staff residing within the ESU 9 boundary.

**Non-Special Services Contracted Staff (Professional Development, Technology, Finance, Directors, Administration, etc.)**

Staff are encouraged to use an ESU 9 vehicle, but when a vehicle is unavailable, use of their personal automobile is allowed. Staff using privately owned vehicles while engaged in Educational Service Unit 9 business will be reimbursed at the federally approved rate. Mileage reimbursement is determined from the point of origin to the point of destination and return. Mileage shall be computed as follows:

1. Commuter Mileage: Mileage between an employee's home and an employee's assigned "regular work site" is considered commute mileage and is therefore not reimbursable.
  - a. If there is a deviation in the normal commute for a business reason that is deemed not significant (5 miles or less each way), then the employee will be eligible for mileage reimbursement for the deviation from their normal commute route, but not the entire route.
2. Business Mileage: Mileage incurred while engaged in ESU 9 business that is not commuting. Mileage is calculated from the employee's regular work site to the business function destination, unless the employee left from home and their home is closer to the destination.
  - a. If the business function destination is en route to the employee's regular work site, the employee is only eligible for mileage reimbursement for the deviation from their commuting route as noted above.

**C. PER DIEM REIMBURSEMENT FOR MEALS**

ESU #9 board policy authorizes per diem reimbursement for meals at the rate of \$54.00 per day for breakfast, lunch, dinner, tax and gratuities for in-state travel. Out of state travel per diem will be reimbursed at the GSA rate, for the destination city, at the time of travel. The per diem reimbursement schedule for in-state (Nebraska) travel is as follows:

**Breakfast      13.00**



<b>Lunch</b>	<b>15.00</b>
<b>Dinner</b>	<b>26.00</b>
<b>Total</b>	<b>\$54.00</b>

The Internal Revenue Service has ruled that the employer is required to withhold income tax on reimbursement for meals where overnight travel or business related meals are not involved. Under this policy ESU #9 would be responsible for reporting to the IRS the additional income incurred by an employee claiming reimbursement for meals when an overnight stay or a business related meal is not involved. Therefore, ESU #9 policy is to reimburse employees for the cost of meals only when an overnight stay or business related meals are claimed and documented. This policy applies to business and professional travel in state and out of state.

Per diem reimbursement for travel days will be no more than 75% of the meals claimed.

Employees cannot claim meal per diem if the meal(s) is being provided by another person or agency, has been paid for as a part of the registration fee, or provided with lodging. Per diem reimbursement for meals incurred on weekend travel shall be approved in advance on a case-by-case basis and again only if an overnight stay is involved or is documented as business related.

Receipts are not required for reimbursement for meals claimed under ESU #9 per diem reimbursement schedule as specified in this policy unless you are claiming reimbursement under the business related meal category. Documentation is required to support business related meals and must include the following information:

1. Date
2. Dollar amount and itemized receipt
3. Length of business discussion
4. Nature and reason of business discussion
5. Identification of the people participating in the business discussion and meal.

The above documentation will be provided on the Business Meal Documentation form available online or from the main office. The completed form with receipts must be attached to the claim form before reimbursement will be made to the employee.

### **Employee Long-Distance Travel Costs**

Employees must obtain appropriate approval from their supervisor before making any travel arrangements. Failure to comply with this requirement may result in reimbursement denial.

Transportation: Due to ESU 9's distance to a large regional airport, employees should discuss with their supervisor their intent to fly or drive. This decision will be made between the supervisor and the employee on a case by case basis. Factors to consider: the distance to an

airport at departure and arrival city, flight costs, and the number of days it would take to drive. If driving instead of flying takes more than one day, the employee must use vacation time (if available) for the additional travel time to and from the destination. If vacation time is not available, the employee will not be paid for those days. Lodging costs for the additional travel days will also not be reimbursed but will be solely the traveler's responsibility. If choosing to drive, the ESU 9 vehicles should be used. If an ESU 9 vehicle is unavailable, the staff will be reimbursed for their mileage at the federally approved mileage rate.

**Lodging:** ESU 9 will cover the cost of lodging at the conference or meeting hotel site. If a group of employees are traveling together and wish to stay in shared alternative lodging, such as an AirBnB, this will be allowed if there is a cost savings. Employees must consider the fees of commuting back and forth to the meeting location if using an AirBnB and not staying at the host location.

**Transportation at destination:** Employees who utilize ride-sharing services for business purposes, such as Uber or Lyft, will be reimbursed for these expenses. Examples include transportation to and from airports or to meeting sites. Please submit the corresponding receipts with a claim form to the Finance Department for reimbursement.

**Parking:** Employees who incur expenses related to parking will be reimbursed. Submit the receipt and claim form to the Finance Department for reimbursement.

**Meals:** ESU 9 uses the federal per diem rates (less the incidental of \$5) for meal reimbursement. See the detailed per diem policy above.

#### **D. Publication or Creation of Educational Material; Ownership of Intellectual Property**

**Staff Members:** Staff members are encouraged to contribute professional articles and news items to local, state, and national agencies. As a matter of professional ethics, all professional articles concerning the Educational Service Unit should be approved by the Administrator in the event that the Unit or any of its separate departments is mentioned. Materials, equipment, and software owned by Educational Service Unit #9 may not be used for personal gain.

**ESU #9:** ESU #9 shall be the sole owner of all intellectual property created through the use of ESU #9 resources or facilities, supported directly or indirectly by funds administered by the ESU #9, or prepared or developed within the scope of employment by its employees unless there is a written and signed agreement between the board of ESU #9 and its employee to the contrary.

**Employee Property:** The employee shall be the sole owner of any intellectual property that is 1) unrelated to an employee's employment responsibilities, 2) developed exclusively during the employee's non-working hours, and 3) created without ESU #9 support or ESU #9 facilities shall be the sole property of the employee.

**Applicability:** This policy shall apply to intellectual property of all types including but not limited to any scholarly or educational materials, instructional materials, tests, texts, bibliographies, research findings, video and audio recordings, live video and audio broadcasts, art works, musical compositions, literary works, invention, discovery, improvement, trade secret, technology, scientific or technological development, research data, computer software, copyrightable work, trademark, and related rights regardless the medium of expression and regardless of whether it is subject to protection under patent, trademark, copyright, or other laws.

**Shared Ownership:** Notwithstanding any other provision herein, the educational service unit may share its interest or ownership in intellectual property related to telecomputing resources provided pursuant to Neb. Rev. Stat. § 79-1233, including but not limited to distance education, with any educational service unit of which it is a member and the Educational Service Unit Coordinating Council.

#### **E. OUTSIDE EMPLOYMENT**

To fully implement ESU #9 board policy on outside employment, administrative policy has been developed based on board policy.

1. Without prior approval, no ESU#9 employee shall provide outside consulting or other services for personal or private gain to any school district within ESU #9 if such service is available from ESU #9.
2. No ESU#9 employee shall use for personal or private gain the intellectual property of ESU 9 or that which has been created, acquired or developed as a result of his/her employment with ESU #9 without prior approval of the administrator.
3. Consulting activities for private or personal gain, provided schools outside the ESU #9 service area, shall require prior notice to the administrator and if applicable the use of personal and/or vacation time.

No ESU#9 employee shall use ESU#9 materials, facilities, equipment, products, or the services of other ESU #9 employees (during their work day) to prepare for or provide services for which the ESU #9 employee will receive outside compensation or would be considered to be for personal or private gain.

#### **F. Medications**

Employees shall not dispense non-prescription medications to students unless a caretaker's authorization is provided in the form established by the administration and the medication is in the original packaging.

### **Section 14: Services & Employee Schedules**

Educational Service Units (ESUs) were created to provide services and programs to area schools. It is not uncommon for area schools to have different school calendars or different starting or ending daily schedules. Therefore, it is imperative that ESU employees adhere to the local school calendar and daily schedules while meeting their contractual agreement to ESU 9. All ESU 9 employees are required to be prompt, respectful and organized.

In the event a schedule changes, the ESU 9 employee shall immediately inform the program director of such changes, and a decision will be made in order for the employee to adequately complete their contractual requirements to ESU 9 (Examples: state sporting events, snow days, etc).

#### **WORK DAY**

The work day for staff members of ESU #9 serving schools by contract with ESU #9 shall be the same as required for the general education staff of the school(s) being served. Situations which would necessitate a deviation from this procedure shall be approved in advance by the supervisor, director and building administrator of the school being served.

#### **WORK WEEK**

Unless staff members serving schools are attending inservice training activities required by or authorized by ESU #9, staff members shall be on duty in their assigned schools, unless using leave time.

## APPENDIX A - Master Negotiated Agreement 2024-2025

### MASTER NEGOTIATED AGREEMENT

EDUCATIONAL SERVICE UNIT 9  
2024-2025

First year of a two-year agreement

#### PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO this **15th day of January, 2024**, by and between the Board of Educational Service Unit 9, hereafter referred to as the "Unit", in the County of Adams, in the State of Nebraska, hereinafter referred to as "Board," and Educational Service Unit 9 Education Association hereinafter referred to as "Association."

#### GENERAL PURPOSE

The Board and the Association recognize that the development of a quality education program for the children attending the schools of the ESU 9 area is a joint responsibility, which can best be achieved by the agreement that all parties work toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of all parties are necessary to reach the educational needs of the students served by the Unit.

#### ARTICLE I Recognition

A. The Board recognizes the Association as the exclusive and sole collective negotiating representative for all teachers employed by the Board for the 2024-2025 school year.

B. Teachers shall mean all certificated personnel and other professional personnel employed by the Unit excluding physical therapists, occupational therapists, and supervisory and/or evaluation personnel.

#### ARTICLE II Teacher Rights

A. Nothing contained in this Agreement shall be construed to deny any teacher those rights provided under Nebraska law, or other applicable laws and regulations. Rights to teachers herein shall be deemed to be in addition to those provided elsewhere.

B. No teacher will be disciplined, reprimanded, have compensation reduced or withheld without benefit of due process, or as otherwise provided by law. Any suspension of a teacher, pending investigation and disposition of the case, shall be with full pay. Action to the contrary by the Board or its agents shall be subject to the Grievance Procedure herein set forth.

C. The Board will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective bargaining with the Board, or institution of a Grievance under the terms of this agreement.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Complaint and Grievance Policy

1. Purpose:

It is the intent of the Board that potential areas of conflict and equitable solutions to problems which may arise affecting the welfare or working conditions of employees of ESU 9 be resolved at the lowest possible administrative level. In keeping with the goal to maintain high staff morale and increased effectiveness of employees, the Board has adopted a formal procedure for resolving complaints and grievances.

2. Definitions:

To ensure that all parties have a clear knowledge and understanding of the formal grievance procedure, the following definitions of terms shall be used by the Board and all employees of ESU 9:

- a. Complaint - shall mean a claim based upon an event or condition that affects the welfare or condition(s) of employment of an employee or group of employees.
- b. Grievance - shall mean a written complaint which was not resolved to the satisfaction of the aggrieved through the complaint procedure and the individual prefers to carry the complaint further.
- c. Party of Interest - shall mean the person or persons making the claim, including their designated representative.

3. Formal Complaint Procedure

The aggrieved employee shall present the complaint directly to the immediate supervisor within ten (10) workdays of the knowledge of the event or condition that affects the employee. The employee and supervisor should discuss the issue(s) in an effort to resolve the problem informally within three (3) workdays. If no response is given to the employee within three (3) workdays, or the response is unsatisfactory to the employee, the complaint will, at that time, immediately become a grievance.

4. Formal Grievance Procedure

Once a complaint has not been resolved by the immediate supervisor to the satisfaction of the employee, the issue becomes a grievance and the following steps are to be taken:

- a. The complaint, now a grievance, shall be reduced to writing and again be presented by the aggrieved employee directly to the immediate supervisor, using

ESU 9's Official Grievance Statement form available at the Personnel Office within three (3) additional workdays. The supervisor shall note the date that the grievance statement form is received, and complete the written portion summarizing the previous discussion and the decision made at the complaint level and shall return the completed form to the aggrieved employee within three (3) workdays of receipt of the complaint form.

b. When the aggrieved employee has received the formal grievance statement from his/her immediate supervisor, the aggrieved employee has five (5) workdays to submit the formal grievance statement form to the appropriate director. The employee's immediate supervisor shall provide the aggrieved employee with the name of the appropriate director.

c. The director shall note the date on which the grievance was received, and shall review the grievance and render a written decision to be attached to the complaint form statement within five (5) workdays after receiving the complaint form. In an effort to reach a fair and just decision of the complaint, the director may gather information by interviewing any individual which the director feels may be helpful. The grievance form and the attached copy of the director's decision shall be returned to the aggrieved employee.

d. If the aggrieved is not satisfied with the decision of the director, the aggrieved may within three (3) workdays, refer the complaint to ESU 9 administrator. The administrator shall note the date on which the grievance form and the attached copy of the director's decision was received, and shall render a written decision to be attached to the complaint form within five (5) workdays after receiving the complaint.

The administrator may review any written materials or records, and may interview any person that the administrator feels may be helpful in resolving the complaint.

The grievance form and the administrator's written decision shall be returned to the aggrieved employee within five (5) workdays after receiving the grievance form.

e. If the aggrieved is not satisfied with the decision of the administrator, the aggrieved may within ten (10) workdays, refer the complaint to the Board of Educational Service Unit 9 by submitting it to the Board president.

The president of the Board shall, at the board meeting immediately following receipt of the written appeal, conduct a hearing on behalf of the aggrieved employee. The Board shall at this same meeting, make a final decision based on the information presented, including all evidence. The administrator shall notify the aggrieved employee in writing of the Board decision within five (5) workdays.

f. The complainant may withdraw the grievance anytime during the process.

## 5. Rights of Employees

a. An employee may be accompanied or represented at any level of grievance procedure by a fellow employee, a representative of a professional organization in

which membership is held, by private legal counsel, or by other persons of the employee's choosing.

b. No loss in pay will be incurred by any employee for scheduled participation in the adjusting of a grievance.

c. No reprisal of any kind shall be taken by the Board, the administrator, or the management team against any party of interest, or any other participant in the grievance procedure by reason of such participation.

d. Nothing contained in this procedure shall be construed so as to abridge, limit, or restrict the civil rights of any parties of interest.

#### ARTICLE IV Salaries

##### A. Salary Schedule

1. The salary of each teacher covered by this Agreement shall be determined by the salary schedule attached as Appendix 1.

2. When staff are hired, the administration may grant all years of teaching, education, or professional related experience for initial (step) placement. Staff will be placed on the salary schedule according to their degree level.

Note: During the 2002-2003 contract year, no vertical movement was allowed in the MA+0 through MA+36 columns with vertical movement resuming during the 2003-2004 contract year.

##### B. Base Salary

The base salary shall be \$40,700 for 2024-2025.

The base salary shall be \$41,150 for 2025-2026.

##### C. Placement on the Salary Schedule

1. Graduate level courses in the teacher's teaching area or those leading to advanced degrees shall be recognized for placement on the proper column of the salary schedule consistent with board policy.

2. Each teacher shall advance one step vertically on the salary schedule for each year of employment with the Unit.

3. Movement to the EdS/PHD column will be allowed if EdS degree is required for endorsement.

#### ARTICLE V Insurance

##### A. Health Insurance



1. The Board on behalf of the Unit shall provide paid dependent health and single dental insurance for all teachers electing to be covered and their dependents. The benefits provided by the plans of insurance shall be at least equal to the benefits provided for teachers and their dependents by the Nebraska Educators Health Alliance, Blue Cross/Blue Shield Blue Preferred \$1,200 Deductible Plan and Dental coverage plans 100% A, 75% B and 50% C. Association members shall be given the option of choosing the \$3,800 high deductible (HSA) plan with the board contributing the cost difference into the employee's health savings account. In the event that the Unit selects an insurer other than Blue Cross/Blue Shield of Nebraska, the premium rates to be used in the computation of total compensation for use in making comparisons shall never exceed the Blue Cross/Blue Shield premium charges then in effect.

2. If an employee chooses not to participate in the health and dental insurance program offered by the Board, the benefit described in this Article is lost to the employee.

**B. Health and Dental Insurance Premium Amounts**

1. The Board of Educational Service Unit 9 shall pay the following monthly amounts for the health and dental coverage for the teachers employed full time:

a. Single health and single dental \$764.09 plus \$30.13 =  
\$794.22

b. Employee/Child health and single dental \$1,413.53 plus \$30.13 =  
\$1,443.66

c. Employee/Spouse and single dental \$1,604.53 plus \$30.13 =  
\$1,634.66

d. Family health and single dental \$2,154.49 plus \$30.13 =  
\$2,184.62

2. For teachers employed less than 1.00 full time equivalency, the above benefit will be computed as follows.

a. Teachers employed less than .50 FTE are not eligible for this benefit.

b. Teachers employed .50 FTE or more will be eligible for a prorated benefit based on actual full time equivalency (FTE).

**C. Disability Insurance**

The Board shall provide disability insurance to all teachers employed .50 or more FTE with benefits becoming effective 16 days after disability occurs and provide for at least 60% of gross income to age 70.

ARTICLE VI  
Other Benefits

A. Mileage

Teachers using privately owned vehicles while engaged in Educational Service Unit 9 business will be reimbursed at the state approved rate. Reimbursable mileage shall be computed as follows:

1. For Teachers Residing Within the ESU 9 Boundary

a. Teachers will deduct miles from home to their daily first assignment up to a maximum of ten (10) miles per day. Teachers will be reimbursed for all additional miles driven to their daily first assignment.

b. Teachers will be reimbursed for all miles driven from their daily first assignment to any subsequent assignments during the day.

c. Teachers will deduct miles from their daily last assignment to home up to a maximum of ten (10) miles per day. Teachers will be reimbursed for all additional miles driven to home.

d. For services contracted outside the ESU 9 boundary, items above apply for mileage reimbursement.

2. For Teachers Residing Outside the ESU 9 Boundary

a. Teachers will deduct miles from home to the nearest ESU 9 boundary. Teachers will deduct miles from the ESU 9 boundary to their daily first assignment up to a maximum of an additional ten (10) miles per day. Teachers will be reimbursed for all additional miles driven to their daily first assignment.

b. Teachers will be reimbursed for all miles driven from their daily first assignment to any subsequent assignments during the day.

c. Teachers will deduct miles from their daily last assignment to the ESU 9 boundary up to a maximum of ten (10) miles per day. Teachers will be reimbursed for all additional miles driven to the ESU 9 boundary. Teachers will deduct miles from the ESU 9 boundary to home.

d. For services contracted outside the ESU 9 boundary, teachers will receive mileage reimbursement in the same manner as teachers residing within the ESU 9 boundary.

B. 125K Plan

The Board shall offer a Section 125 Flexible Spending fringe benefit plan. The setup fees will be paid by the Board and the monthly administrative fees will be paid by participating employees. The administrative agency will be selected by the Board.

ARTICLE VII

A. Release from Contract

Prior to April 15, teachers who wish to be released from their contract shall be released there from upon written request filed with the Board. Release from contract after April 15 shall be mutually agreed to by the parties. There shall be no penalty for release from a contract.

B. Incentive for Early Notification of Separation

Certified salary schedule staff whose resignation or retirement has been approved by the Board at or before the regular December meeting will receive \$500 for advance notice of their retirement or resignation. To be included in the December board meeting, the notice must be provided to the administrator by Thursday at noon the week before the board meeting. Certified salary schedule staff whose resignation or retirement has been approved by the Board at or before the regular February would receive \$250 for advance notice of their retirement or resignation. To be included in the February board meeting, the notice must be provided to the administrator by Thursday at noon the week before the board meeting. Staff will receive this compensation in June upon successful completion of the school year.

ARTICLE VIII  
Leaves

A. Sick Leave

At the beginning of each school year, each teacher shall be credited with ten (10) days paid sick leave allowance. The unused days of such allowance each year shall be allowed to accumulate to sixty (60) days as related to FTE. There shall be no more than 60 days accumulated sick leave on any individual's record coming into the new school year, prior to the new year contributions. The FTE sick days record will be kept on an hourly basis. For example, 10 days sick leave for 1.0 FTE (7.5hrs/day) are equal to 75 hours; 10 days sick leave for .5 FTE are equal to 37.5 hours. At the conclusion of each year, all sick days in excess of 60 will be reimbursed to the teacher at the rate of \$25 per unused sick day. For example, a teacher finishes a year with 56 sick days, the next year, they are credited 10 new sick days, for a total of 66, they use 2 days during the course of the year, at the end of the year, they will be reimbursed for 4 days at \$25 per day. They carry their 60 days into the new year, when they will then be credited with 10 new days at the start of the next year.

B. Sick Leave Bank

Elimination of the sick leave bank and crediting, on a one time basis at the start of the '24-25 school year, certified staff, who are members of the bank, sick leave days based on the following schedule:

<b>Date of Hire/Rehire</b>	<b>Credited days</b>
Start date after 8/1/2018 (<5yrs)	1 day

Start date from 8/1/2013 to 7/31/2018 (5-10 yrs)	2 days
Start date from 8/1/2003 to 7/31/2013 (10-20 yrs)	3 days
Start date before 8/1/2003 (>20 years)	4 days

\*Individuals who have separated from ESU 9 and rejoined the organization will not be given credit for previous years of employment.

C. Buy Back of Unused Sick Leave

The Board of Educational Service Unit 9 shall buy back 50% of accumulated unused sick leave subject to the following conditions:

1. Employees must have ten years of continuous employment with ESU 9.
2. Board will buy back sick leave at the rate of \$25 per day.
3. This benefit applies to resignations and reduction in force only.
4. This payment is a taxable benefit.

D. Personal Leave

During the first year of employment with Educational Service Unit 9, each teacher shall be granted one day of personal leave with full pay. After one year of employment with Educational Service Unit 9, each teacher shall be granted two days of personal leave with full pay. Application for such leave shall be made to the teacher's immediate supervisor five days in advance of the requested leave date. In cases of emergency, the five-day advance request shall be waived. One day of unused personal leave can be carried over for a maximum of three (3) days per year.

E. Professional Leave

Each teacher shall be granted with full pay administrative approved days of professional leave each year. Professional leave shall be used for approved activities that are designed to improve the teacher's effectiveness with his/her students.

Each teacher is entitled to a maximum of \$150 per year reimbursement for professional travel approved by the Administration. For teachers employed less than 1.0 FTE, the maximum amount will be prorated based on actual full time equivalency.

Professional leave money not used by an individual may be used by others in the same department with supervisory and administrative approval.

F. Other Leave

All other leave policies (emergency, pregnancy, jury duty, etc.) shall be as stated in Board Policy.

ARTICLE IX  
Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the Unit shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

ARTICLE X  
Personnel File

Any teacher shall have the right, upon request, to review the contents of his or her personnel file as provided by Nebraska Statutes.

ARTICLE XI  
Individual Teaching Contracts

A. The parties hereto agree that the individual teachers employed by the Unit will execute individual teaching contracts. Such contracts shall apply to the 2024-2025 school years and continue to be in full force and effect by virtue of Section 79-1234 until superseded by a separate contract for the 2025-2026 school year. Such individual contracts provide that each teacher agrees to be governed by the policies of the Board of the Unit in effect at the time said individual contract is executed.

B. The parties agree that insofar as said policies affect the terms and conditions of employment of the teachers, said policies will not be changed by the Board without the Board first giving written notice to the Association of a contemplated policy change and allowing the Association through its representatives to be heard on said proposed changes.

Secondly, if such policy changes affect terms and conditions of employment and if said policy changes are intended to take effect while the individual teacher contracts are in effect, such policy changes can be made only if the Board can demonstrate the reason(s) for the proposed change was/were unforeseen and unforeseeable and said policy change is necessitated by a change in circumstances occurring which was totally beyond the control of the Board.

ARTICLE XII  
Copies of Agreement

The Board agrees to provide a copy of this agreement to all members of the Association.

ARTICLE XIII

#### Duration of Agreement

The current terms and conditions of this agreement will remain in effect until a new agreement is ratified by both parties, which shall then be fully retroactive to the beginning of the current contract year.

#### ARTICLE XIV Document Authentication

In witness hereto, the parties hereto cause this Agreement to be signed by their respective Presidents, attested to by their respective chief negotiators, and their signatures are placed hereon all in the day and year written below.

CERTIFICATED SALARY SCHEDULE FY2023-2024

Appendix 1

HORIZONTAL STEP 4.50%  
 VERTICAL STEPS: 4.00%

	B+0	B+9	B+18	B+27	B+36	M+0	M+9	M+18	M+27	M+36	PhD/Eds
	1.0000	1.0450	1.0900	1.1350	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500
STEP 1	\$39,600	\$41,382	\$43,164	\$44,946	\$46,728	\$48,510	\$50,292	\$52,074	\$53,856	\$55,638	\$57,420
	1.0400	1.0850	1.1300	1.1750	1.2200	1.2650	1.3100	1.3550	1.4000	1.4450	1.4900
STEP 2	\$41,184	\$42,966	\$44,748	\$46,530	\$48,312	\$50,094	\$51,876	\$53,658	\$55,440	\$57,222	\$59,004
	1.0800	1.1250	1.1700	1.2150	1.2600	1.3050	1.3500	1.3950	1.4400	1.4850	1.5300
STEP 3	\$42,768	\$44,550	\$46,332	\$48,114	\$49,896	\$51,678	\$53,460	\$55,242	\$57,024	\$58,806	\$60,588
	1.1200	1.1650	1.2100	1.2550	1.3000	1.3450	1.3900	1.4350	1.4800	1.5250	1.5700
STEP 4	\$44,352	\$46,134	\$47,916	\$49,698	\$51,480	\$53,262	\$55,044	\$56,826	\$58,608	\$60,390	\$62,172
	1.1600	1.2050	1.2500	1.2950	1.3400	1.3850	1.4300	1.4750	1.5200	1.5650	1.6100
STEP 5	\$45,936	\$47,718	\$49,500	\$51,282	\$53,064	\$54,846	\$56,628	\$58,410	\$60,192	\$61,974	\$63,756
	1.2000	1.2450	1.2900	1.3350	1.3800	1.4250	1.4700	1.5150	1.5600	1.6050	1.6500
STEP 6	\$47,520	\$49,302	\$51,084	\$52,866	\$54,648	\$56,430	\$58,212	\$59,994	\$61,776	\$63,558	\$65,340
	1.2400	1.2850	1.3300	1.3750	1.4200	1.4650	1.5100	1.5550	1.6000	1.6450	1.6900
STEP 7	\$49,104	\$50,886	\$52,668	\$54,450	\$56,232	\$58,014	\$59,796	\$61,578	\$63,360	\$65,142	\$66,924
	1.2800	1.3250	1.3700	1.4150	1.4600	1.5050	1.5500	1.5950	1.6400	1.6850	1.7300
STEP 8	\$50,688	\$52,470	\$54,252	\$56,034	\$57,816	\$59,598	\$61,380	\$63,162	\$64,944	\$66,726	\$68,508
		1.3650	1.4100	1.4550	1.5000	1.5450	1.5900	1.6350	1.6800	1.7250	1.7700
STEP 9		\$54,054	\$55,836	\$57,618	\$59,400	\$61,182	\$62,964	\$64,746	\$66,528	\$68,310	\$70,092
			1.4500	1.4950	1.5400	1.5850	1.6300	1.6750	1.7200	1.7650	1.8100
STEP 10			\$57,420	\$59,202	\$60,984	\$62,766	\$64,548	\$66,330	\$68,112	\$69,894	\$71,676
				1.5350	1.5800	1.6250	1.6700	1.7150	1.7600	1.8050	1.8500
STEP 11				\$60,786	\$62,568	\$64,350	\$66,132	\$67,914	\$69,696	\$71,478	\$73,260
						1.6650	1.7100	1.7550	1.8000	1.8450	1.8900
STEP 12						\$65,934	\$67,716	\$69,498	\$71,280	\$73,062	\$74,844
							1.7500	1.7950	1.8400	1.8850	1.9300
STEP 13							\$69,300	\$71,082	\$72,864	\$74,646	\$76,428
								1.8350	1.8800	1.9250	1.9700
STEP 14								\$72,666	\$74,448	\$76,230	\$78,012
									1.9200	1.9650	2.0100
STEP 15									\$76,032	\$77,814	\$79,596
										2.0050	2.0500
STEP 16										\$79,398	\$81,180
											2.0900
STEP 17											\$82,764
											2.1300
STEP 18											\$84,348