



# **NELSON MANDELA ELEMENTARY POLICY MANUAL**

**2015-2016 SCHOOL YEAR**

**6316 North 30<sup>th</sup> Street  
Omaha, Nebraska**

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# **NELSON MANDELA ELEMENTARY POLICY MANUAL**

## **TABLE OF CONTENTS**

### **I. INTRODUCTION**

- A. [Anti-Discrimination and Anti-Harassment Policy](#)
- B. [Applicability/Changes in Personnel Policies](#)
- C. [Multi-Cultural Policy](#)
- D. [Preparation of Annual School Budget](#)
- E. [Rental of Facilities Policy](#)
- F. [Strategic Planning and School Improvement Plan](#)
- G. [Required Instruction](#)
- H. [Whistleblower Policy](#)
- I. [Gift Acceptance Policy](#)
- J. [Record Retention](#)

### **II. EMPLOYMENT RELATIONSHIP**

- A. [Background Checks](#)
- B. [Certification](#)
- C. [Conditions Regarding the Use of Substitute Teachers](#)
- D. [Employee Classification](#)
- E. [Employee Grievance Procedure and Policy](#)
- F. [Employment Status](#)
- G. [Equal Opportunities](#)
- H. [Immigration Reform and Control Act of 1986](#)
- I. [Job Postings](#)
- J. [Long-Term Substitute Teachers](#)
- K. [Length of Service](#)

### **III. TERMINATION OF EMPLOYMENT AT NME**

- A. [Abuse/Misconduct of Minors and Vulnerable Adults](#)
- B. [Separation Classifications](#)
- C. [Reduction in Force](#)
- D. [Separation Procedures](#)

### **IV. PERSONNEL RECORDS**

- A. [Access to Files](#)
- B. [Annual Performance Review](#)
- C. [Your Personnel File](#)

**V. NME'S EXPECTATIONS OF ITS EMPLOYEES**

- A. [Access to NME Property](#)
- B. [Attendance Policy](#)
- C. [Building Keys](#)
- D. [Crisis Intervention Policy](#)
- E. [Firearms and Weapons](#)
- F. [Harassment Policy](#)
- G. [School Building Security](#)
- H. [Smoke Free Policy Substance Abuse Policy](#)
- I. [Student Sexual Abuse Safety Guidelines](#)
- J. [Teacher Assistants – Non-Instructional Supervision of Students](#)

**VI. WHAT YOU CAN EXPECT FROM NME**

- A. [Compensation](#)
- B. [Employee Safety and Health](#)
- C. [Open Door Policy](#)
- D. [Opportunities for Personal Development](#)
- E. [Pay Increases and Garnishments](#)

**VII. HOLIDAYS, SICK DAYS, PERSONAL DAYS, LEAVES OF ABSENCE, VACATIONS, SNOW DAYS**

- A. [Holidays](#)
- B. [Leaves of Absence: Disability/Maternity Leave](#)
- C. [Leaves of Absence: Family Leave](#)
- D. [Leaves of Absence: Funeral Leave](#)
- E. [Leaves of Absence: Jury Duty/Election Duty](#)
- F. [Leaves of Absence: Military Leave](#)
- G. [Leaves of Absence: Personal Leave of Absence](#)
- H. [Personal Days](#)
- I. [Sick Days/ Disability](#)
- J. [Snow Days](#)
- K. [Vacations](#)

**VIII. GROUP HEALTH AND RELATED BENEFITS**

- A. [403\(b\) Retirement Plan \(Mass Mutual\)](#)
- B. [Life, Medical/Dental Coverage](#)
- C. [Long Term Disability Insurance](#)
- D. [Workmen's Compensation](#)

## **IX. STUDENT HEALTH**

- A. [Age of Admission \(Kindergarten and First Grade\)](#)
- B. [Asthma Policy and Protocol](#)
- C. [Healthy School Environment/Wellness Policy](#)
- D. [State of Nebraska Health Regulations](#)
- E. [Student Immunization](#)
- F. [Student Health Records](#)
- G. [Student Medications](#)

## **X. STUDENT INFORMATION**

- A. [Balanced Assessment Plan](#)
- B. [Confidentiality of Student Records](#)
- C. [Cooperation with Law Enforcement and Other Governmental Agents Requesting Access to Students](#)
- D. [Media Access to Students](#)
- E. [Parent Custody Procedures](#)
- F. [Release of Student Information](#)
- G. [Special Education Policy](#)
- H. [Student Calendar](#)
- I. [Student Files](#)
- J. [Student Photographs](#)
- K. [Technology Use Policy](#)

## **EMPLOYEE STATEMENT OF ACKNOWLEDGEMENT (last page)**

## **SECTION I – INTRODUCTION**

### ***A. ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY***

In accord with the requirement of Title VII and Title IX of the Civil Rights Act of 1964 and all applicable state and local laws, the following policy seeks to protect the rights of all members of the Nelson Mandela Elementary community.

Nelson Mandela Elementary is committed to providing a work environment where all employees are treated with courtesy, respect and dignity. Nelson Mandela Elementary expressly prohibits any form of unlawful employee discrimination or harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability or because of past, current or future military obligations or status in any group protected by state or federal law. Nelson Mandela Elementary will not tolerate improper interference with the ability of Nelson Mandela Elementary employees to perform their expected job duties.

With respect to sexual harassment, Nelson Mandela Elementary prohibits the following: Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.
- Offensive comments, jokes, innuendos, and other sexually oriented statements.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Sexually suggestive touching.
- Lewd, off-color, sexually-oriented comments or jokes.
- Use of foul or obscene language.
- Leering, staring, stalking.
- Suggestive or sexually-explicit posters, calendars, photographs, graffiti, cartoons.
- Offensive e-mail or voice-mail messages or unwanted or offensive letters.
- Repeated requests for dates.
- Any other conduct or behavior deemed inappropriate by Nelson Mandela Elementary

### **Complaint Procedure**

All employees are responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers. If an employee experiences any job-related harassment based on his/her race, color, religion, sex,

sexual orientation, national origin or another factor, or believes that they have been treated in an unlawful, discriminatory manner, the employee must report the incident to the Administration. This policy applies to all incidents of alleged harassment, including those which occur off-premises, or during non-work hours, where the alleged offender is a supervisor, coworker, or even a nonemployee with whom the employee is conducting business with or working with at the time of the alleged harassment. If the alleged harassment occurs at a time other than an employee's normal works hours, their complaint should be filed as early as practicable on the first business day following the alleged incident.

Nelson Mandela Elementary takes complaints of discrimination and harassment very seriously. Thus, an employee does not need to follow any formal chain of command when filing a complaint or when discussing or expressing any issue or concern regarding alleged discrimination or harassment. An employee may file their complaint or discuss or express any issue of concern with the Administration at any time. They will conduct an investigation (or direct that an investigation be conducted) of any complaints.

If Nelson Mandela Elementary determines that an employee is responsible for harassing another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment. Nelson Mandela Elementary prohibits any form of retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation.

## ***B. APPLICABILITY/CHANGES IN PERSONNEL POLICIES***

This Personnel Manual (manual) does not constitute an employment contract between Nelson Mandela Elementary (NME) and any employee, nor a summary of the content of any such contract. Rather, this manual is merely an informational guide to current NME policies and practices. The provisions contained in this manual supersede any and all contrary statements or writings concerning NME policies that it has issued, except as contained in any employment contract. No employee, supervisor, or other person has the authority to enter into any employment agreement on behalf of NME for any specified period of time, pursuant to any particular condition, or to make any agreement contrary to the terms expressed in this manual. This manual should not be relied upon as the exclusive or absolute reflection of NME's policies or of each employee's rights.

NME reserves the right, in the sole discretion of its Board, to amend, delete or change the benefits, compensation, practices and policies outlined in this manual, and the manual itself. For this reason, the manual is available on-line. One printed copy is available in the Head of School's office. Changes are effective as of the date of their issuance.

## ***C. MULTI-CULTURAL POLICY***

Nelson Mandela Elementary faculty will include multi-cultural education within their classes. Nelson Mandela Elementary students, in the present and in the future, will live in a world undergoing tremendous change. Two of these significant changes are the growing pluralistic nature of our society and the growing interdependence of our society with others in the world community. Therefore, Nelson Mandela Elementary, in keeping with our philosophy based on profound respect for the dignity of every person, seeks to respond to each student's need in the area of multi-cultural education.

We will strive to:

- Instill a respect for all people, irrespective of race, gender, ethnic background or cultural experience.
- Help students understand the cultural and experiential forces that create differences and similarities in people.
- Assure students that differences in people can be an important benefit to our community and nation.
- Develop student awareness and respect for the many contributions made by all people to American life.
- Prepare students to analyze cultural conflict
- Help students recognize and develop strategies for dealing with inequities, prejudices, discrimination and abusive use of power.
- Help students understand and respect their own cultural backgrounds as a means of developing self-confidence and personal worth.
- Prepare students to communicate and work effectively with people irrespective of their race, gender, ethnicity and cultural experience.
- Help students to see the diversity of cultures in our country and world.
- Lead students to recognize discrimination, racism and the resulting emotional and financial cost.
- Prepare students to make personal choices that reduce discrimination and prejudice.
- Help students see that sexism and racism are forms of prejudice that lead to discrimination. .
- Help students learn to recognize racism, sexism and other forms of prejudice.
- Help students examine those factors that promote and inhibit cooperative relations between groups and individuals.
- Encourage students to accept social responsibility for the development of equitable relations that are the essential foundation of democracy.
- Help students understand the principle that an injustice to one is an injustice to all.
- Enhance students' positive feelings of identity as individuals and as members of a family, a group, a community and a nation.

By making students aware of their cultural heritage and beliefs and the cultural heritage and beliefs of others in the national and international community, we prepare our students to be agents of transformation capable of critiquing society and preparing them to transform society toward higher goals.

We assume the responsibility to educate, to question, to understand and to evaluate issues regarding national and international peace and justice in order to prepare our students to address the challenges of life in the coming decades.

#### ***D. PREPARATION OF ANNUAL SCHOOL BUDGET***

Annual school budgets will be prepared by those charged with such responsibility and submitted to the School Board for review by June 1.

### ***E. RENTAL OF FACILITIES POLICY***

Certificate of Insurance. Anyone renting or using any school facilities for a purpose not directly related to the school must file a copy of proof of renter's insurance or other coverage and must sign a contract agreeing to indemnify the institution for any damages or injuries not resulting from negligence of the institution.

### ***F. STRATEGIC PLANNING AND SCHOOL IMPROVEMENT PLAN***

The school will establish an ongoing school improvement committee that will coordinate the strategic plan. This committee will also monitor the implementation and effectiveness of this plan.

### ***G. REQUIRED INSTRUCTION***

In accordance with Nebraska State Law, Title 92, Chapter 14, 004.01A Required Instruction, instruction in English, mathematics, science and social studies shall be provided each school year for all grades.

In accordance with Nebraska State Law, Title 92, Chapter 14, 004.01E School Year, each school shall provide the following instruction annually between July 1 and June 30 such as tournaments or contest, parent/teacher conferences, funerals, parades and school picnics, time shall not be counted in meeting the 400/1,032/1,080 hour school year requirement. Time scheduled for the school lunch period shall not be counted in meeting the school year requirements.

### ***H. WHISTLEBLOWER POLICY***

Nelson Mandela Elementary requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Nelson Mandela Elementary, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

**Reporting Responsibility** This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that Nelson Mandela Elementary can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees and volunteers to report concerns about violations of Nelson Mandela Elementary's code of ethics or suspected violations of law or regulations that govern Nelson Mandela Elementary's operations.

**No Retaliation** It is contrary to the values of Nelson Mandela Elementary for anyone to retaliate against any board member, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of Nelson Mandela Elementary. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

**Reporting Procedure** Nelson Mandela Elementary has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are



not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with a member of the Board. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to Tre Brashear who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or the Head of School. Tre Brashear is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. Tre Brashear will advise the Head of School and/or the Board of Directors of all complaints and their resolution and will report at least annually to the Treasurer/Chair of the Finance Committee on compliance activity relating to accounting or alleged financial improprieties.

**Accounting and Auditing Matters** Tre Brashear shall immediately notify the Finance Committee of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

**Acting in Good Faith** Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

**Confidentiality** Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

**Handling of Reported Violations** Tre Brashear will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation. Nelson Mandela Elementary Policy approved by the Board of Directors on July 13, 2015.

## ***I. GIFT ACCEPTANCE POLICY***

Acceptance of any contribution, gift or grant is at the discretion of Nelson Mandela Elementary. Nelson Mandela Elementary will not accept any gift unless it can be used or expended consistently with the purpose and mission of Nelson Mandela Elementary.

No irrevocable gift, whether outright or life-income in character, will be accepted if under any reasonable set of circumstances the gift would jeopardize the donor's financial security.

Nelson Mandela Elementary will refrain from providing advice about the tax or other treatment of gifts and will encourage donors to seek guidance from their own professional advisors to assist them in the process of making their gift.

Nelson Mandela Elementary will accept donations of cash or publicly traded securities. Gifts of in-kind services will be accepted at the discretion of the Nelson Mandela Elementary.

Certain other gifts, real property, personal property, in-kind gifts, non-liquid securities, and contributions whose sources are not transparent or whose use is restricted in some manner, must be reviewed prior to acceptance due to the special obligations raised or liabilities they may pose for Nelson Mandela Elementary.

Nelson Mandela Elementary will provide acknowledgments to donors meeting IRS substantiation requirements for property received by the charity as a gift. However, except for gifts of cash and publicly traded securities, no value shall be ascribed to any receipt or other form of substantiation of a gift received by Nelson Mandela Elementary.

Nelson Mandela Elementary will respect the intent of the donor relating to gifts for restricted purposes and those relating to the desire to remain anonymous. With respect to anonymous gifts, Nelson Mandela Elementary will restrict information about the donor to only those staff members with a need to know.

Nelson Mandela Elementary will not compensate, whether through commissions, finders' fees, or other means, any third party for directing a gift or a donor to Nelson Mandela Elementary.

#### *Revision History*

*On July 13, 2015 the Board of Directors of Nelson Mandela Elementary adopted this Gift Acceptance Policy.*

### **J. RECORD RETENTION AND DESTRUCTION POLICY STATEMENT OF POLICY**

This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept and how records should be destroyed. The policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate the operation of Nelson Mandela Elementary ("NME") by promoting efficiency and freeing up valuable storage space.

#### **RETENTION SCHEDULE AND ADMINISTRATION**

NME's Record Retention Schedule is set forth in Appendix A. The Head of School ("Administrator") shall administer this Policy. The Administrator is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the NME; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this policy

#### **ELECTRONIC DOCUMENTS AND RECORDS**

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types in Appendix A will be maintained for the appropriate amount of time. If an employee has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder.

#### **SUSPENSION OF RECORD DISPOSAL IN THE EVENT OF LITIGATION OR CLAIMS**

No director, officer, employee, volunteer or agent of the NME shall destroy, dispose of, conceal, or alter any record or document while knowing that it is or may be relevant to an anticipated or ongoing investigation or legal proceeding conducted by or before a federal, state or local government agency, including tax and regulatory agencies, law enforcement agencies, and civil and criminal courts, or an

anticipated or ongoing internal investigation, audit or review conducted by the NME. During the occurrence of an anticipated or ongoing investigation or legal proceeding as set forth above, the Administrator shall suspend any further disposal of documents until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator shall take such steps as necessary to promptly inform all staff of any suspension in the further disposal of documents.

This Policy was approved by the Board Nelson Mandela Elementary on July 13, 2015.

## **II. APPENDIX A – RECORD RETENTION SCHEDULE**

**The following table provides the minimum requirements.**

<b>Type of Document</b>	<b>Minimum Requirement</b>
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank Reconciliations	2 years
Bank statements	3 years
Checks (for important payments and purchases)	Permanently
Contracts, mortgages, notes and leases (expired)	7 years
Contracts (still in effect)	Permanently
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors)	2 years
Deeds, mortgages, and bills of sale	Permanently
Depreciation Schedules	Permanently
Duplicate deposit slips	2 years
Employment applications	3 years
Expense Analyses/expense distribution schedules	7 years
Year End Financial Statements	Permanently
Insurance Policies (expired)	3 years
Insurance records, current accident reports, claims, policies, etc.	Permanently
Internal audit reports	3 years
Inventories of products, materials, and supplies	7 years
Invoices (to customers, from vendors)	7 years
Minute books, bylaws and charter	Permanently
Patents and related Papers	Permanently
Payroll records and summaries	7 years
Personnel files (terminated employees)	7 years
Retirement and pension records	Permanently
Tax returns and worksheets	Permanently
Timesheets	7 years
Trademark registrations and copyrights	Permanently
Withholding tax statements	7 years

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## **SECTION II – EMPLOYMENT RELATIONSHIP**

### ***A. BACKGROUND CHECKS***

A confidential background check is a prerequisite for employment and every three years background checks are required for continued employment. Employees arrested or convicted of a crime while employed by Nelson Mandela Elementary, including pleas of nolo contendere (i.e., no contest), must inform the Administration as soon as possible but no more than five business days after an arrest, plea or conviction. Nelson Mandela Elementary will weigh the following factors in determining whether any employment action is warranted, which may include suspension or termination of employment:

- The nature of the arrest or conviction;
- The safety concerns of students and co-workers;
- The impact on the employee's attendance and availability for work; and
- The relevancy of the arrest or conviction to Nelson Mandela Elementary educational interests.

Failure to report, falsification of any document, or other false or misleading information about an arrest or conviction may result in immediate termination.

### ***B. CERTIFICATION***

Certified personnel employed by Nelson Mandela Elementary must be certified and registered by the state of Nebraska. A copy of the certificate will be submitted to the school. . .

Statutory Requirements Nebraska statute 79-802; “. . . no person shall be employed to teach in any public, private, denominational, or parochial school in this state who does not hold a valid Nebraska certificate or permit issued by the Commissioner of Education legalizing him to teach the grade or subjects to which elected. . . .” Further, §79-804 requires that “each teacher or administrator shall register his certificate with the public, private, denominational, or parochial school in which the teacher or administrator is employed,” and § 79-805 holds the board “personally liable for all public money paid to teachers or administrators who are not qualified.”

#### **Procedures for Preventing or Resolving Problems for Staff Members Not Holding Valid Certificates**

School officials should follow the procedures below to help assure that all appropriate staff members have proper certification:

1. Annually review copies of certificates on file in and request updated copies from staff members as they are obtained.
2. Assure that staff members with expiring certificates have initiated the renewal process.

### ***C. CONDITIONS REGARDING THE USE OF SUBSTITUTE CERTIFICATES***

While substitute teaching certificates may be used every day of the school year, they are valid only for a maximum of 90 days in any one given assignment. (Rule 21) The Local Substitute Teaching Certificate is valid for only 40 days in a school year and is valid only in the school system indicated on the certificate. Persons who hold regular Nebraska teaching certificates may substitute teach every day of the school year.

Persons who hold regular other-state certificates may substitute teach for 10 days, provided they apply for a Nebraska certificate on the first day. Persons who hold a local substitute teaching certificate may teach a maximum of 40 days in any given school year and only in the school system which is named on the face of the certificate.

#### ***D. EMPLOYEE CLASSIFICATION***

This is for both full time and part time positions. Employees will be informed of their initial employment classification and status as exempt or nonexempt employee at the beginning of their employment.

1. **General Hire.** Contract employees include those professional staff in positions that require expertise and/or training in a specific area, such as: Head of School, Assistant Head of School, Teacher, Librarian, Secretary and others as positions are developed.
2. **Full-Time Regular Employees.** Non-faculty employees hired to work at least thirty-two or more hours per workweek on a regular basis. Such employees may be exempt or nonexempt from overtime pay requirements as defined below.
3. **Part-Time Regular Employees.** Employees hired to work fewer than thirty-two hours per workweek on a regular basis. Such employees may be exempt or nonexempt from overtime pay requirements as defined below.
4. **Temporary Employees.** Employees engaged to work full time or part time on Nelson Mandela Elementary payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with Nelson Mandela Elementary and thus still retain “temporary” status.)
5. **Non-Exempt Employees.** Employees who are required to be paid overtime at the rate of time and one-half their regular rate of pay for all hours worked beyond forty in a workweek, in accordance with applicable federal wage and hour laws.
6. **Exempt Employees.** Employees who are not required to be paid overtime for hours worked beyond forty hours in a workweek but whose salary represents payment for all hours they may be required to work in any given workweek. Executives, professional employees (such as faculty) and certain employees in administrative positions are typically exempt.

Salaries are, to the extent possible, comparable to those accorded for similar positions in the local area and will be reviewed on an annual basis. If applicable, salary and benefits change August 1, regardless of the date of hire, in order to parallel the school calendar.

#### ***E. EMPLOYMENT STATUS***

**NME is an at-will employer.** With the strict exception of the Head of School, and employees who are contracted for specified periods of time, all employment relationships are indefinite, and can be terminated at any time by either you or the organization with or without cause and with or without advance notice, except as otherwise provided in this manual.

The Head of School, within the term of employment specified by his/her contract, may only be removed from his/her position by the Board, for violation of policy including, but not limited to, inability to

perform his or her official duties, unwillingness to work cooperatively with staff or Board leadership, or for any reason specified in Section III – A. hereof. This restriction on removal applies to the Head of School only.

### ***F. EMPLOYEE GRIEVANCE PROCEDURE & POLICY***

- **Grievance:** any event or situation that affects the continued employment of the employee or any event or situation that affects the conditions or circumstances under which the employee works.
- **Employee:** this term includes any individual, professional or support staff.
- **Party of interest:** the person(s) making the claim and any person(s) who might be required to take action, or against whom action might be taken in order to respond to the grievance.

**Administrative team:** consists of the NME Head of School and an assistant to the Head of School. The Grievance Procedure exists for the purpose of resolving disputes resulting from an event, situation or action that affects the employee. The primary function of the Grievance Procedure is to settle disputes as soon and as close to the source as possible. The early and clear formation of disputed issues is critical to this important function. The Grievance Procedure will serve as a channel of focus of communication.

1. Initially, an employee or employees with a grievance will meet with the Head of School and verbally present their situation. The Head of School will try to resolve the problem.
2. If the situation is unable to be resolved with the informal meeting, then the employee with the grievance shall set forth in writing the action or policy that is the basis for the grievance. The Head of School will communicate a decision in writing, together with supporting reasons, to all parties of interest.
3. The employee upon receiving the decision from the Head of School may submit a request in writing to meet with the Board Hearing Committee. The Hearing Committee will meet with the employee and the Administrative team. Other appropriate parties may be invited, as needed, to the meeting. After reviewing the situation, the Hearing Committee will make a recommendation to the Board for a decision to resolve the situation.
4. After receiving the decision from the Board, the employee may request that the Arbitration Process be used. This is the final step in the grievance process. Please see the Arbitration Agreement signed by each NME employee.

In administering this policy:

- No reprisals of any kind will be taken by any party to this procedure against any party in interest, any witness, or any other participant in the procedure.
- The procedure above is the only course available to any aggrieved person.
- All parties concerned will treat the grievance as confidential information.
- All grievances will be processed as rapidly as possible.
- If the Head of School is unable to make a decision due to a conflict-of-interest, the Assistant Head of School will function in the role of Head of School throughout the remainder of the process.

### ***EQUAL OPPORTUNITIES***

NME is an equal opportunity employer that supports and subscribes to a policy of nondiscrimination in all aspects of employment. NME does not discriminate against any individual on the basis of race, color, religion, sexual orientation, national or ethnic origin, sex, marital status, age, disability or any other reason prohibited by applicable laws.

This policy pertains to all terms and conditions of employment, and it is the responsibility of every individual concerned with personnel action, including recruiting, hiring, promotion, termination, compensation, benefits, and school sponsored training, education and tuition assistance, to administer these related activities without discrimination, and in accordance with NME's nondiscrimination policy.

NME will make reasonable accommodations that do not pose an undue hardship on it or its other employees to qualified individuals with disabilities.

### ***IMMIGRATION REFORM & CONTROL ACT OF 1986***

NME is committed to full compliance with Federal immigration laws and will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States.

As a condition of employment, you will be required to complete a federal I-9 form and provide documentation verifying your identity and legal authority to work in the United States within 72 hours after hiring.

Failure by employees to complete the I-9 form or produce genuine and sufficient documents within the time period required above will result in ineligibility for continued employment.

### ***JOB POSTINGS***

Nelson Mandela Elementary has established a job-posting policy to give all faculty and staff members an opportunity to apply for positions that they are interested in and qualified for. Vacancies are posted on the Nelson Mandela Elementary Staff Home Page. Postings generally include the title, the minimum hiring specifications, the essential functions of the job, and the closing date for filing applications. Positions are normally posted for five (5) workdays.

To be eligible to apply for a posted position, the faculty or staff member must meet the minimum hiring specifications for the position, be capable of performing the essential functions of the job, with or without a reasonable accommodation, be an employee in good standing in terms of his or her overall work record, and generally have been in his or her current position for a minimum of six months.

The faculty or staff member is responsible for monitoring job vacancy notices and for providing the information requested in the posting during the posting period for a specific opening. External recruitment efforts may coincide with internal postings and Nelson Mandela Elementary will seek to hire the best qualified applicant for open positions.

Once the list of available candidates (both internal and external) has been compiled, the Administration and interview team will meet to review the list of candidates (and narrow the list if necessary), arrange for interviews and collaboratively make a decision as to the best candidate for the position.

Nelson Mandela Elementary is an equal opportunity employer, and we seek to create an inclusive workplace that embraces diverse backgrounds, life experiences and perspectives.

### ***LENGTH OF SERVICE***

Retirement, Resignation, Dismissal and Discharge (as defined herein) will break length of service. Family and medical leave, maternity leave, and sabbatical leave do not break length of service. Personal leaves are subject to review by the Head of School or the Board these could break the length of service. Refer to Section VII for a detailed explanation of leaves of absence.

### ***LONG-TERM SUBSTITUTE TEACHERS***

If a substitute teacher remains in the same teaching position for fifteen (15) consecutive, required school days (i.e., teaching, in-service, parent-teacher conference days), that substitute teacher will receive a pre-determined increase in pay per day. This pay increase will be effective beginning the sixteenth (16<sup>th</sup>) consecutive required school day.

If a substitute teacher remains in a position for ninety (90) consecutive required school days, that teacher will be offered a limited contract for the remaining time in that assignment. Under the terms of the contract, the teacher will receive the pay of a first year teacher with a B.A., utilizing the salary scale in effect at that time for NME. In addition, the teacher in this limited contract will be offered employer payment for required workshop and conference attendance, and sick pay based on current policy and practice at NME (as set forth herein).

In return the teacher will assume all duties and responsibilities of that position as determined by the Head of School.



## **SECTION III – TERMINATION OF EMPLOYMENT AT NME**

You and Nelson Mandela Elementary have much to gain from a long working relationship. Nevertheless, that relationship will end at some point in time. Either you or NME may unilaterally terminate the employment or there may be a mutual separation of ways.

### ***A. ABUSE/MISCONDUCT OF MINORS AND VULNERABLE ADULTS***

Reports of sexual misconduct must be promptly investigated. Sexual misconduct will result in probation or dismissal. An employee accused of sexual misconduct will be placed on leave with pay while the investigation is being conducted.

Definitions of Sexual Abuse/Misconduct:

- a. Sexual contact between school personnel and a minor or vulnerable adult. This is defined as sexual abuse, and if involving a minor, constitutes child abuse.
- b. Sexual contact between school personnel who are counseling a person and the person being counseled. This is defined as sexual exploitation.
- c. Unwanted sexualized conduct or language between school personnel or between school personnel and a student. This includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. This is defined as sexual harassment and may meet the federal definition of sexual harassment.

Legal Federal Definition of Sexual Harassment:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic achievement.
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual's employment or academic standing.
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.

Policy for Reports and Investigations Relative to Sexual Misconduct

An individual who has complaints of sexual misconduct should report such conduct to the principal. If an individual feels uncomfortable with bringing the matter to the principal, then it should be reported to a trusted adult. Charges of sexual misconduct will be promptly and thoroughly investigated and a written report will be made concerning the results of the investigation.

If it is determined that sexual misconduct has occurred, appropriate relief for the individual bringing the complaint, and appropriate disciplinary action against the person(s) engaging in such conduct, up to and including termination, will follow.

The school will not tolerate retaliation against any employee or student who makes a good faith complaint of sexual misconduct or, in good faith, provides information in connection with any such complaint.

The school will assist persons falsely accused of sexual misconduct in making known to appropriate parties, the false complaint. The school will take disciplinary action, which may include dismissal, if sufficient evidence substantiates the guilt of a person who falsely alleges sexual misconduct.

## ***B. REDUCTION IN FORCE***

Preamble. Because needs change over time, it may be necessary for an educational institution to decrease or change its instructional force. A well-designed reduction in force (RIF) policy should ensure that decisions are made carefully, compassionately, and equitably when it has been determined by the institution that a RIF or reorganization is necessary in order to protect the overall best interests and ensure the financial viability of the institution. This RIF policy outlines the process for reducing the number of faculty or staff as an adjustment to the changing needs of NME. It is intended to establish objective criteria for selecting individual employees for inclusion in a RIF, and is non-discriminatory in accordance with the laws of the United States.

A RIF is a process for terminating the employment of competent faculty and staff members whose services, for financial reasons and programmatic needs, are no longer required or economically feasible. It is not designed to remove from the faculty or staff persons who are considered to be incompetent or for other reasons outlined in Section III A. All faculty and staff are included in and subject to the RIF policy. A faculty or staff member whose position is terminated upon expiration of a contract shall have no further rights under the RIF policy.

Conditions. The determination to effectuate a RIF shall be made by the Head of School for one or more of the following reasons:

- discontinuance of a curricular area or program;
- reduction in staff in order to maintain the financial viability of NME;
- a state of financial emergency; or
- declining enrollment.

Process. The following procedure for reduction of NME faculty and staff, including contract faculty, shall be implemented when the Head of School, in consultation with the Board, determines that a RIF is necessary.

1. On the basis of reasonable cause, including, but not limited to, declining enrollment, program changes, or budget constraints, the Head of School shall formally determine that a RIF is necessary, and shall communicate such to the affected faculty and staff.
2. The Head of School and the Assistant Head of School shall determine the specific grade levels, areas, programs and/or positions which should be considered for reduction and report the recommended reductions to the Board.
3. The Head of School and the Assistant Head of School shall pursue alternatives to termination, such as reduction in hours, staff reassignments due to a vacancy caused by resignation, retirement, or other reorganization. When any such reassignment may affect the assignments

of other teachers, changes shall be made by consensus and mutual consent whenever possible. However, the best interests of NME shall be the over-riding concern. The final decision regarding reassignments shall be made by the Head of School.

4. The following criteria consistently applied shall be used in identifying and selecting faculty and staff whose positions are to be eliminated.
  - a. The current and reasonably anticipated future enrollment at various grade levels.
  - b. Length of service/seniority of the faculty or staff member.
  - c. Faculty or staff member's expertise necessary for the program (i.e., certification).
  - d. Faculty or staff member's professional training and degrees.
  - e. Ability of other faculty or staff members to assume the duties and functions currently performed by the employee whose position is being eliminated.
  - f. Ability to perform and efficiently carry out the specified employments, duties and functions.
5. Priority of the foregoing criteria shall generally be in the order specified, but such shall not necessarily be determinative if certain criteria outweigh others, and all criteria shall be taken into consideration in each case.
6. Final determinations to implement a RIF plan and of specific faculty and staff to be reduced shall be made by the Head of School.

Appeals. The NME Board Hearing Committee will serve as the appeals committee for any faculty or staff member who wishes to contest the determination to release such member. The issues in the hearing shall include only the following:

- Did one or more of the criteria for RIF exist?
- Was the criteria properly applied?

A written appeal must be filed with the Head of School within fifteen (15) days of the notification to terminate. Failure to file the appeal within the stated time period shall constitute a waiver of the hearing. A hearing shall be scheduled at a mutually convenient time within sixty (60) days. Within one week after the hearing, the committee shall make a recommendation to the NME Board to whether the procedural provisions of this policy have been met. The Board will affirm the decision of the RIF or give direction regarding this situation if the Hearing Committee finds the criteria did not exist or was not properly applied.

### ***SEPARATION CLASSIFICATIONS***

1. Retirement/Resignation. Employees may retire at any age. A separation is classified as a resignation if you resign from NME or if you do not report to work for two (2) consecutive workdays following the end of an approved leave of absence (as set forth in Section VII hereof) and in accordance with the terms of the leave.
2. Discharge. A discharge is the termination of employment for personal conduct or non-performance of an employee's duties such that his or her continued employment would not be in the best interests of NME. Such determinations are in the sole discretion of NME. Reasons for discharge include but are not limited to:
3.
  - a. dishonesty;
  - b. unsatisfactory performance of assigned duties;

- c. substance abuse;
  - d. willful violation of NME policies as stated in the current NME handbooks, this manual and the Articles of Incorporation and By-Laws;
  - e. insubordination;
  - f. refusal to comply with requirements related to employment;
  - g. falsification of time cards, records, or reports, oral or written;
  - h. excessive tardiness;
  - i. excessive absenteeism;
  - j. use of or impairment by alcoholic beverages or drugs while on NME property, in personal vehicles used for NME business, or at any time during an employee's working hours;
  - k. violating safety rules or common safety practices;
  - l. engaging in disorderly conduct;
  - m. disclosure of confidential student information to non-authorized individuals;
  - n. engaging in abusive, profane or demeaning language;
  - o. fighting, threatening or use of bullying behavior;
  - p. attempting bodily harm or injury or interfering with any other person on NME property or while on NME business;
  - q. possession of weapons of any kind, including but not limited to concealed handguns;
  - r. repeated improper dress or unsafe wearing apparel;
  - s. unauthorized release of confidential information;
  - t. engaging in physical, verbal or visual sexual harassment; and
  - u. conduct reflecting negatively on NME, even when away from the job and during off-duty time.
4. Dismissal. Except as provided for herein and in each employment contract, NME is an at-will employer and reserves the right to dismiss any employee or otherwise terminate any employment with or without cause.

### ***SEPARATION PROCEDURES***

1. Notice. Resignation in good standing requires the employee to give two weeks advance notice to the Head of School, work throughout the notice period, and comply with all policies, rules and procedures during this time period.
2. Steps in the Separation Process.
  - a. The employee is requested to submit a written letter of Resignation or Retirement to be placed in his or her personnel file. If the separation is due to Discharge or Dismissal, the employee will be provided written notice of this action.
  - b. The employee must return all keys to NME in their possession.
  - c. All school property must be returned, including any books, materials, equipment, computers, etc., purchased with NME funds for the employee's work.
  - d. All debts must be settled with NME.

## **SECTION IV - PERSONNEL RECORDS**

### ***A. ACCESS TO YOUR FILE***

NME will permit current employees to examine their personnel file upon written request to the Head of School. If you wish to examine your file, you may do so during normal office hours, provided that it does not interfere with your assigned duties. You may also make arrangements to examine your file before or after regular working hours.

Access to personal employee information is limited to those with a legitimate need for such information as a part of the performance of their job duties. Information about you will not be released outside NME without your consent, with the exception of information which must be disclosed by law, court order, or upon request of an appropriate governmental authority, and information necessary to confirm employment, dates of employment and job position for employment references.

### ***B. ANNUAL PERFORMANCE REVIEW***

During the course of your employment at NME, you will receive an annual performance evaluation. Typically, the Head of School will conduct your evaluation and discuss it with you. After reviewing your evaluation, the Head of School will ask that you sign the evaluation to acknowledge that he or she has discussed it with you and that you have had an opportunity to review it.

Your evaluation should inform you of the aspects of your performance and conduct which are commendable and areas where improvement is needed, and should help you to set goals for your future performance.

Various types of evaluation tools have been developed for use.

1. A goal-based evaluation form will be used with the Head of School and the teachers.
2. A second evaluation tool may be used with teachers that measures teaching skills, classroom performance and effectiveness as an educator.
3. Review of teaching through video-recorded lessons will also be utilized to provide feedback.
4. Spalding certified coaches will provide feedback and coaching.
5. A performance-based evaluation tool will be used with members of the support staff.

Documentation of the annual review will be kept in the personnel file of the employee in the Head of School's office.

### ***C. YOUR PERSONNEL FILE***

An employment file will be maintained on each full-time and part-time employee of NME. This file will contain, among other things, the following materials:

1. Employee data, including name, address, telephone number, date of birth, marital status, social security number, etc.;
2. Employment record, including date of hire, forms and documentation of employment, service record, commendations and/or disciplinary reports;
3. Change in educational and/or position status;
4. Any other information deemed pertinent and appropriate regarding an employee's service to NME.

It is important that NME have current information on each of its employees. Please inform the Head of School of any change in name, address, phone number, marital status, dependent status, etc. If for some reason you need to change your name and/or social security number, you will be asked to provide **original** documentation authorizing the change.

## **SECTION V – NME’S EXPECTATIONS OF ITS EMPLOYEES**

### ***A. ACCESS TO NME PROPERTY***

It is important that NME property, as well as other records, documents and files, be accessible at all times to the proper, designated NME authorities. As such, designated NME authorities shall have the right to access, inspect and search offices, work stations, filing cabinets, desks, and other NME property at their discretion, with or without advance notice. By accepting employment with NME you consent to such searches. No individual, either NME member or staff member will inspect or search such areas unless accompanied by the Head of School. Access to these areas or materials by unauthorized persons is strictly forbidden.

Employees who refuse to cooperate and/or submit to a search or inspection of the school property, their person or personal effects will be subject to disciplinary action up to and including Discharge.

School property, records, documents and/or files are not to be removed from the building without prior permission from the Head of School.

### ***B. ATTENDANCE POLICY***

It is expected that employees of NME will be at work every day, and on time. In those staff positions where there is greater flexibility in office hours, it is still expected that employees will deal honestly with NME in the time spent on the job and that they will fulfill the responsibilities of their office.

Employees are reminded that their attendance and punctuality is an important consideration in determining their capacity for more responsibility, and it will have a definite effect on their relationships with co-workers. Excessive absenteeism or tardiness will result in disciplinary action, up to and including Discharge.

If illness or other emergencies prevent you from reporting for work, it is expected that you will inform the Head of School prior to the beginning of your scheduled start time so that your responsibilities can be covered by another employee. If it is necessary for you to leave the building during the workday, it is expected that you will inform the appropriate person that you are leaving and when you expect to return. School personnel and support staff should inform the Head of School.

Failure to report for scheduled work or to notify the Head of School regarding an absence within one (1) hour after your starting time for two (2) consecutive days, or for three (3) non-consecutive days, within a rolling 12-month period, will result in Discharge from employment. Exceptions to this rule may be made on a case-by-case basis where extenuating circumstances, in the judgment of the Head of School, are present.

If an employee will be out of the building, he or she should leave information with the appropriate office regarding how he or she might be contacted in case of an emergency. If a staff member is going to be late to work, the Head of School should be made aware of the arrival time and an explanation of the tardy.

### ***C. BUILDING KEYS***

The Head of School will issue building keys and keyless entry cards or FOBs needed by employees for the performance of their assigned duties.

- a. The key and FOB are to be kept in the possession of the person to whom it is issued. They are not to be given or lent to any other person, including a family member or other staff member at any time.
- b. If the key holder is inside the building after the scheduled closing time and is the last person to leave, it will be his/her responsibility to lock the building.
- c. Any person inadvertently setting off the alarm will be responsible for any charges imposed for a false alarm by the monitoring company, police department or other agency.
- d. Failure to abide by these conditions will result in forfeiture of the employee's key and/or disciplinary action up to and including Discharge.

If your employment terminates, you must return all keys to the Head of School or the Assistant Head of School at the time of termination.

### ***D. CRISIS INTERVENTION POLICY***

In the event of a crisis at Nelson Mandela Elementary, the first step is to activate the Crisis Team made up of the following: the Administration and the Counselors. If school is not in session, the Administration initiates the phone tree to notify faculty and students and arranges to meet with the faculty before school begins to plan the day. Team Members determine if there is a need for additional team members.

The school day will begin with a faculty/staff meeting to keep the faculty informed of the situation. Faculty is asked to conduct classes as usual but be aware of students' needs. Faculty is also asked to allow students to visit the Crisis Center as needed.

Team members will prepare faculty to help students. Faculty may wish to discuss the crisis in their classrooms and should provide the students with information about support services available to them.

The Administration will use the P.A. system to keep the students and faculty informed. The Administration will deal with the media if necessary, and all statements made must be cleared by the Administration or a specific delegate of the Administration.

The Crisis Team will identify students most affected by the crisis and meet with them to determine their needs, making phone contact with parents when necessary.

In the event of a student's death, counselors will address the student's class and work with the faculty to determine appropriate follow-up. Counselors will gather the student's personal effects to be returned to family members at an appropriate time. Counselors and the Administration will keep students and faculty informed regarding funeral arrangements. The team will continue to monitor "at risk" students and make referrals for continued support if needed. Procedures to implement this plan are on separate copy.



## ***FIREARMS AND WEAPONS***

NME prohibits the possession, carrying and/or use of any types of firearms or weapons on NME property. This prohibition includes any concealed weapons. For the purpose of this policy, NME property includes buildings, classrooms, offices, grounds, grass and sidewalk areas, personal vehicles used for NME business, and other locations where employees are conducting NME business, acting within the course and scope of their employment, or acting on behalf of NME. Violation of this policy will result in Discharge from employment.

## ***HARRASSMENT POLICY***

NME will not tolerate any form of unlawful harassment of or against any employee. This policy applies to all employees and any other individuals who represent or serve NME in any capacity. Unlawful forms of harassment include unwelcome and offensive physical, verbal and/or visual conduct that is directed to or about another individual when based on that individual's race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, or disability.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature constitutes harassment when:

1. Submission to the conduct or communication is made either an explicit or implicit term or condition of employment;
2. Submission to or rejection of the conduct or communication by an individual is used as a factor in an employment-related decision affecting the individual.
3. The conduct or communication has the purpose or effect of unreasonably interfering with an individual's employment or performance, or of creating an intimidating, hostile, or offensive work environment.

Examples of prohibited conduct include, but are not limited to, lewd or sexually suggestive comments, off-color language or jokes of a sexual nature, slurs or verbal, graphic, or physical conduct relating to an individual's sex, touching someone in a suggestive way and display of sexually explicit pictures, greeting cards, articles, books, photos, or cartoons. These examples similarly apply when based on an individual's race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, or disability.

Any employee or applicant who believes this policy may have been violated shall report the incident to the Head of School or to the Board of NME. NME will not permit or tolerate any form of reprisal or retaliation against an employee or applicant reporting any incident of claimed harassment made in good faith.

It is each employee's responsibility to eliminate all forms of prohibited harassment. It is particularly the responsibility of the Head of School to prevent such behavior. It is the responsibility of every employee of NME to report all incidents of harassment immediately so that a complaint can be quickly and fairly resolved.

Complaints of harassment will be promptly and carefully investigated. An investigation may include interviews of possible witnesses, including the person claiming the harassment occurred and the person or persons claimed to be involved.

The privacy of the person issuing the complaint and of the person accused, as well as information as to the steps taken in the investigation will be protected to the extent possible, except that NME will report its findings to the person making the complaint and to the person or persons who are claimed to be involved. If the investigation establishes that the complaint is valid, immediate and appropriate corrective action will be taken to stop the harassment, make the victim whole and prevent the misconduct from recurring. This may include disciplinary action against the offending employee ranging from reprimand to Discharge, depending on the severity of the conduct.

### ***SCHOOL BUILDING SECURITY***

When an employee arranges to stay or to come back at night or on weekends, arrangements must be made with the Head of School for leaving doors open and for lock-up. **Under no circumstances may students ever remain alone in the school.** Supervision is the responsibility of administration, faculty, sponsors, and each member of the staff.

- Classroom doors must be locked at the end of each day.
- The school doors will be secured at all times. Faculty and staff must use their keyless entry FOB to enter. If a FOB is lost or stolen, it must be reported to the Head of School immediately.
- Permission to remove school property from the school for any length of time must be received from the Head of School.
- If donations are made to Nelson Mandela Elementary, please inform the Head of School.
- All classroom doors should be kept in the locked position during the school day.

### ***SMOKE FREE POLICY***

NME is committed to maintaining a work environment that is safe and healthy for all members, employees and visitors. Tobacco smoke has an adverse effect on the health of smokers and nonsmokers alike. Therefore, smoking is prohibited at all times and any place on NME property, including the grounds and the NME parking lot.

### ***SUBSTANCE ABUSE POLICY***

- a. **No Alcohol or Drug Rule.** It is the intent of NME to provide a drug-free, safe and secure environment for all students, members, employees, and visitors. To ensure a safe and efficient workplace, NME will strictly enforce the following rules:

No employee shall possess, distribute, use, or be impaired by alcohol, inhalants, controlled substances, or illegal drugs on NME property, while on school business, or during working hours.

No employee shall be impaired by prescription or over-the-counter drugs while on NME property, on school business or during working hour.

Any employee who violates either of the foregoing rules may be subject to disciplinary action up to and including Discharge.

Any employee who is taking a prescription or an over-the-counter drug that could possibly impair working ability must notify the Head of School of its use and possible effect before commencing work. Employees have a duty to know if the legal prescription or non-prescription drugs they are taking may impair working ability.

- b. Searches. NME reserves the right to search any employee, their work area and vehicle, and any purses, packages and other personal items on school property if NME has a reasonable suspicion that any aspect of the substance abuse policy may have been violated. Refusal to cooperate in or consent to these searches or inspections may result in disciplinary action up to and including Discharge.

### ***STUDENT SEXUAL ABUSE SAFETY GUIDELINES***

It is the purpose of the volunteers and staff of NME to provide a safe and secure environment for children entrusted to our care. A safe and secure environment includes a formal, written policy to help prevent the occurrence of abuse. The following policy and procedures are for the protection of our children, employees, volunteers and NME.

#### **A. Supervision/Behavioral Guidelines for Working with Children and Adults**

- a. All meeting are observable and interruptible when meeting with children. This simple rule provides protection for children by not giving opportunities for adults to have sustained time alone with a student. It also protects staff and volunteers in situations in which a student may interpret adult interaction or make false statements about an adult's behavior toward them.
- b. No adult who has been convicted of child abuse (sexual, physical, or emotional) will be allowed to volunteer or work at NME.
- c. There are windows in the door of every office and classroom except for the restrooms.
- d. **Reporting Obligations**
  - 1. If a staff member suspects possible abuse they must report their observations to their immediate supervisor or another authority.
  - 2. The supervisor and staff member will together complete an incident report regarding what was seen/found.
  - 3. All reports will be brought immediately to the attention of the Head of School.
  - 4. The Head of School, along with the proper civil authorities, will investigate and respond to the allegations as necessary.
  - 5. All staff members and volunteers will be trained periodically regarding reporting procedures. All staff will be made aware of their obligation to report a possible incident. Proper training will help insure that staff can see how reporting can be done honestly and discreetly without generating undue suspicion and anxiety.
- e. **Response to Allegations**
  - 1. Once an incident has been reported and received at the leadership level, the Head of School will document all efforts at handling the incident.
  - 2. The Head of School will report the allegations of sexual misconduct immediately to the insurance company and NME's attorney.
  - 3. Proper civil authorities will be contacted following the guidance of the insurance company and NME's attorney.

4. The parents will be notified by the Head of School, and resources of NME will be made available to them.
  5. The Head of School will also meet with the accused to provide direction and guidance.
  6. The Head of School will notify the staff prior to any announcement to the press.
  7. The Head of School will prepare a statement to answer the press and convey news to the staff and parents, as needed.
  8. Proper documentation will be maintained throughout the process.
- f. Corporal Punishment
1. In accordance with Nebraska State Statute 79.293 the use of Corporal Punishment is not allowed. A teacher or administrator may have to use a reasonable amount of force to break up a fight, prevent a student from harming others, or other extenuating circumstances.
  2. If a report of corporal punishment is reported to the administration, an investigation will ensue immediately. Use of classroom and hallway cameras will be available for this investigation.

### ***K. TEACHER ASSISTANTS – NON-INSTRUCTIONAL SUPERVISION OF STUDENTS***

Supervision must be provided for students at all times when school is in session and at school events in which the school is responsible for the students. Non-instructional supervision may be provided by certificated personnel or non-certificated personnel who serve as assistants to teachers in accord with Nebraska Statute 79-802(3).

## **SECTION VI — WHAT YOU CAN EXPECT FROM NME**

### ***A. COMPENSATION***

1. Paydays. All employees will be paid every two weeks. If an employee will be out of the building on a scheduled payday, it will be the responsibility of that employee to make arrangements with the school office if there is special need for an alternative way of delivering that paycheck. NME does not grant payroll advances to employees.
2. Direct Deposit. NME provides direct deposit to our employees. Employees may participate in this service by filling out the appropriate forms.

### ***B. EMPLOYEE SAFETY AND HEALTH***

Nelson Mandela Elementary is committed to providing a safe and healthy workplace for all employees. It is our ultimate goal to achieve total injury prevention. In an effort to achieve our goal, a comprehensive Safety Committee, the establishment of safety policies and procedures, the adoption of a written Injury Prevention Plan and the development of a training program emphasizing good safety and health practices for all employees has been implemented.

NME will comply with all federal and state safety and environmental regulations. Some of these regulations specify and require certain protective clothing or equipment. For example, all employees are to wear disposable gloves when applying first aid or dealing with materials contaminated by body fluids. Likewise, any employee handling potentially harmful chemicals for any use, including custodial supplies and materials used in the science lab, must wear proper protective clothing.

Every injury, no matter how minor, must be reported immediately to the Head of School and an injury report must be completed. Employees are not to remove or modify any equipment or devices installed for safety reasons.

Every employee is responsible to assist NME in establishing and maintaining a safe working environment. Employees are also expected to report to the Head of School or custodian any condition that may be unsafe or unhealthy.

Employees should also be aware of state and federal regulations regarding health and safety such as the "Right-to-Know" Act, which entitles an employee to information concerning the chemical composition of hazardous substances used in and around the employee's job, or the policies relating to blood borne pathogens exposure control. Questions related to these or other health and safety related policies should be directed to the school office.

### ***C. PAY INCREASES AND GARNISHMENTS***

Responsibility for the recommendation of pay increases is vested in the Head of School who will evaluate the salary schedule on an annual basis. Recommendations of the Head of School must be approved by the Board.

Pay increases are not automatic. Factors determining pay increases include the employee's level of responsibility, job performance, educational level and years of experience, as well as the overall financial status of NME.

NME reserves the right to change compensation, pay ranges and compensation policies, including this pay increase policy, at any time.

NME must comply with all writs of garnishment it receives. You will be notified before any deductions are taken from your paychecks if we receive a writ of garnishment requiring us to withhold and pay a portion of your wages to a court. Information about the garnishment will be held in confidence to the extent possible to comply with the garnishment order.

#### ***D. OPEN DOOR POLICY***

NME's policy is to have an open channel of communication at all levels when an individual has a question, concern, suggestion or complaint. Your question, concern, suggestion, or complaint should be brought to the attention the Head of School for resolution. If the matter is not resolved to your satisfaction, you can proceed to bring it to the next higher level of authority, the Board. Decisions will be based upon the current board-approved policy.

As specified under Section V J. hereof, incidents or complaints of harassment should immediately be brought to the attention of the Head of School, unless the Head of School is the subject of the complaint, in which event, the complaint should be brought to the attention of NME's Board.

#### ***E. OPPORTUNITIES FOR PERSONAL DEVELOPMENT***

NME is very interested in your personal development. We encourage your continued growth through seminars, workshops, clinics, institutes, conferences, graduate courses, and the reading of relevant books, journals, publications and the like.

Training is a continuing process designed to increase your effectiveness as an individual so together we can contribute to the NME mission and implement its goals and objectives, as well as those of your own.

To help reach these goals and objectives, NME has made a commitment to continually assess your training and development needs and to make funding available to meet those needs. With the approval of the Head of School, expenses for tuition, books, and other special training needs may be partially or fully funded by NME.

Requests may be denied based on budgetary constraints or other limiting factors.

## **SECTION VII — HOLIDAYS, SICK DAYS, PERSONAL DAYS, LEAVES OF ABSENCE, VACATION, SNOW DAYS**

### ***A. HOLIDAYS***

1. School Breaks. All school-related Professional Staff are released from work-related responsibilities during school breaks, except as specified by the needs of administrative duty.
2. Holiday Pay. All full-time employees are eligible for holiday pay. Eligible employees, who have completed the scheduled workday immediately prior to the holiday and have completed the scheduled work day immediately after the holiday, shall receive holiday pay at the current employee's wage rate.
3. Paid Holidays. Paid holidays are as follows:
  - a. Labor Day;
  - b. Thanksgiving Day;
  - c. Christmas Eve and Christmas Day;
  - d. News Year Eve and News Year Day;
  - e. Good Friday;
  - f. July 4<sup>th</sup>;
  - g. Memorial Day.

Should a holiday fall on Saturday or Sunday, an appropriate day will be designated as the holiday when possible and practical.

4. Personal Days. Personal days may not be taken the day before or the day after a scheduled school holiday unless approved by the Head of School as indicated in Section C. of this manual.

### ***B. LEAVES OF ABSENCE: DISABILITY/MATERNITY LEAVE***

If a licensed healthcare provider certifies that an employee is unable to work due to physical or mental condition, that employee may request a leave of absence. The request for the leave of absence must be substantiated by a licensed healthcare provider stating the nature of the disability and the anticipated date of return. Length of disability leave will be determined on an individual basis by the Head of School in consultation with the employee. A leave of absence request for the purposes of pregnancy will be treated as a disability. If circumstances require more time following the birth of a child, the administrative team will make decisions based on current policy on a case-by-case basis.

An employee on leave of absence will be expected to communicate with the Head of School throughout the duration of the leave regarding his or her condition. If the employee is unable to return on the date that the approved leave expires, the employee may apply for an extension. The request for the extension must be presented at least three (3) days before the leave is to expire, and it must be accompanied by a certificate from the employee's healthcare provider stating the reason for the extension and expected duration of the continued disability. Decisions on extensions of such leaves will be made on an individual basis. Throughout disability/maternity leaves, pay will continue as outlined in Section VI C. hereof.

### ***C. LEAVES OF ABSENCE: FAMILY LEAVE***

Under current law, NME will be required to follow the Family Medical Leave Act (FMLA) once we reach fifty (50) employees. Until such time, NME's compliance with FMLA is discretionary. Each request for leave will be considered on a case-by-case basis.

Employees who have worked at least twelve (12) months and have accumulated at least 1,250 hours during the preceding twelve (12) months may request an unpaid leave of absence for up to twelve (12) weeks:

1. Because of the birth of a child to the employee;
2. Because of adoption of a child by the employee;
3. Because a child has been placed with the employee for foster care;
4. To care for the spouse, child, or parent of the employee with a serious health condition;
5. Because of a serious health condition that makes the employee unable to perform his or her job duties.

Eligible employees with a spouse, son, daughter or parent deployed to a foreign country while on active duty as a member of the Armed Forces or while on active duty status in the National Guard or Reserves in support of a contingency operation may also use their 12-week leave entitlement to address certain qualifying exigencies ("Qualifying Exigency Leave"). Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

The 12-Month Period during which an eligible employee's 12 weeks of Medical and Family Leave and Qualifying Exigency Leave entitlement occurs shall be a "rolling" 12 month period measured backward from the date an employee uses any FMLA Leave.

Additionally, the FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of unpaid leave to care for a covered service member during a single 12-month period, less any other FMLA Leave taken during the same period ("Military Caregiver Leave"). A covered service member is a veteran or current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. In the event Military Caregiver Leave is requested to care for a veteran, the qualifying leave must be taken within five years after the service member leaves military service. The 12-month period in which an employee may take Military Caregiver Leave begins on the first day the employee takes Military Caregiver Leave and ends 12 months after that date.

An employee does not need to use his or her FMLA Leave in one block of time. Medical and Family Leave and Military Caregiver Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt NME operations. Qualifying Exigency Leave may also be taken on an intermittent basis.



NOTE: “Instructional employees” are those whose principal function is to teach and instruct students. It includes not only teachers, but athletic coaches, driving instructors and special education assistants. If an instructional employee needs FMLA leave on an intermittent or reduced schedule basis that is foreseeable for planned medical treatment, and the employee would be absent for more than 20% of the total number of working days over the period the leave would extend, NME may

require the instructional employee to choose either to (1) take leave for a period of a particular duration not greater than the duration of the planned medical treatment, or (2) temporarily transfer to an available alternative position with equivalent pay and benefits that would better accommodate the periods of absence. If an employee chooses to take leave for a period of a particular duration, all of the leave counts against the instructional employee’s FMLA leave entitlement.

If an instructional employee begins leave *more than* five weeks before the end of a semester, NME may require the employee to continue taking leave until the end of the semester if the leave will last for at least three weeks and the employee would return to work during the final three weeks of the semester.

If an instructional employee needs leave for other than his or her own serious health condition *within* five weeks of the end of the semester, the employer may require the employee to continue on leave until the end of the semester if the leave is longer than two weeks and the employee would return from leave within two weeks of the end of the semester.

If an instructional employee begins leave for other than his or her own serious medical condition during the *three-week* period before the end of a semester that will last more than five working days, the employer may require the employee to continue taking leave until the end of the semester.

In the above situations, only the period of leave taken until the instructional employee is ready to return to work will be charged against the instructional employee’s 12 weeks of Medical and Family Leave (not the additional time NME requires the instructional employee to not work).

Employees must provide 30 days’ advance notice of the need to take FMLA Leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with NME normal call-in procedures. Employees must provide sufficient information for NME to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for Qualifying Exigency Leave or Military Caregiver Leave. Employees must also inform NME if the requested leave is for a reason for which FMLA Leave was previously taken or certified.

NME will inform employees requesting FMLA Leave whether they are eligible under the FMLA. If an employee is eligible, NME will specify any additional information required, such as certifications, as well as the employee’s rights and responsibilities. If an employee is not eligible, NME will provide a reason for his or her ineligibility.

In determining whether leave requested by an employee is FMLA Leave, Nelson Mandela Elementary may require that an employee support his or her request with sufficient certification. The employee must provide a copy of the certification to Nelson Mandela Elementary in a timely manner. When the

need for FMLA Leave is foreseeable and at least 30 days' notice has been provided, the employee should provide the certification before the FMLA Leave begins. When 30 days' notice is not possible or if the need for FMLA Leave is unforeseeable, a maximum of 15 calendar days from the date of the leave request will be allowed to provide the certification to NME. Certification shall be on forms provided by NME. If an employee fails to provide certification or fails to provide certification within a reasonable time under the pertinent circumstances, NME may deny or delay the employee's FMLA Leave.

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

During any FMLA Leave, NME will continue to pay its portion of the health insurance premiums attributable to the employee and the employee shall continue to pay his or her share of such premium (if any). The employee's share of such premium will continue to be a payroll deduction if the employee is being paid while on FMLA Leave as described below. During the time the employee is not being paid while on FMLA Leave, if any, the employee shall pay his or her share of the premium to NME. Failure by an employee to pay his or her share of the premium may result in loss of coverage. During any unpaid FMLA Leave, employees will not accrue any additional benefits or seniority.

NME may require an employee on FMLA Leave to report periodically on his or her status and the intention of the employee to return to work. NME may also require periodic recertification of the need for Medical and Family Leave. An employee taking Medical and Family Leave due to the employee's serious health condition may be required to obtain a fitness-for-duty certification, i.e., a certification that the employee is able to perform the functions of the employee's position, prior to the return from leave.

Employees who return to work from any FMLA Leave within or on the business day following the expiration of the employee's FMLA Leave entitlement will be reinstated to their pre-leave position or an equivalent position without loss of benefits or pay. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA Leave. The failure of an employee to return to work upon the expiration of FMLA Leave may result in termination of employment.

Under the FMLA, NME is prohibited from interfering with, restraining or denying the exercise of any right provided under the FMLA or discharging or discriminating against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. NME complies with all of these requirements.

Employees with an accrued vacation or sick leave bank ("paid leave") are required to use accrued paid leave concurrently during an otherwise unpaid FMLA Leave if the employee has satisfied all the requirements for use of the paid leave. FMLA Leave will be unpaid if the employee does not satisfy all the requirements for use of the paid leave or if the employee has exhausted all available paid leave. However, at Nelson Mandela Elementary discretion, the requirements for use of paid leave may be waived and employee may be required to use paid leave during an otherwise unpaid FMLA leave.

The order of application of paid and unpaid leave during an FMLA absence shall be as follows:

1. Accrued paid vacation or sick leave.
2. Unpaid FMLA Leave.

#### ***D. LEAVES OF ABSENCE: FUNERAL LEAVE***

In the event that a death occurs in an employee's immediate family, that employee will be granted time off with pay to make arrangements for and attend the funeral, and/or to take care of family business related to the death. The length of time granted will be determined by the circumstances and needs of the employee after consultation with the Head of School but may not exceed five (5) days except in special circumstances. Pay for time off under this Section will be pro-rated for part-time employees.

Immediate family is defined as an employee's spouse, or an employee's or spouse's parent, grandparent, child, sibling, or a person who resided in the employee's home permanently.

In the case of deaths outside the immediate family, as defined above, arrangements for time off to attend a funeral should be discussed with the Head of School. Such time may be granted with or without pay depending on the circumstances.

#### ***E. LEAVES OF ABSENCE: JURY DUTY/ ELECTION DUTY***

A regular, full-time or part-time employee who is called to serve and does serve on jury duty or election duty shall be paid the difference between the employee's regular wage and jury duty/election duty pay that an employee receives, excluding mileage and travel fees, for up to ten (10) working days. The employee should provide the Head of School with verification of any pay received from the court or election board.

When an employee is identified for jury duty, but is not scheduled for attendance at court, the employee shall report for work and be available for assignment.

#### ***F. LEAVES OF ABSENCE: MILITARY LEAVE***

Employees who are called into military service will be granted time off to satisfy these obligations without pay and will be reinstated to employment in compliance with applicable laws. The entire period of the leave is included in computing length of service to NME. Employees who require a leave to satisfy military service obligations should inform the Head of School as soon as they receive their orders.

#### ***G. LEAVES OF ABSENCE: PERSONAL LEAVE OF ABSENCE***

NME recognizes that there may be compelling personal reasons for an employee to request an unpaid leave of absence. An employee who has worked for NME for at least twelve (12) months may request a personal leave of absence for up to ninety (90) days. A request for a personal leave of absence will be granted at NME's discretion, depending upon the circumstances of the request and the needs of NME at that particular time.

A request for a leave of absence must be in writing and must be presented to the Head of School at least thirty days in advance of the requested departure date. If granted, the leave will be without pay, and accumulated service time will not continue during the leave. Personal leave may not be taken to search for or work at other employment.

## ***H. PERSONAL DAYS***

NME recognizes that there may be an occasional need for time away from work to conduct personal business. Personal time is not to be used to extend vacations or holidays, or for conducting business which can be conducted during non-working hours.

If you need to take time off for personal business, you should ask the Head of School for the time off at least one week in advance. The Head of School may grant the time off, if it does not cause undue problems or conflict with other scheduled absences. It is strictly at the discretion of the Head of School whether or not the personal day can be granted.

Personal days will be compensated up to a maximum of two (2) per School Year. However, if the privilege is abused, or if the Head of School judges the reason for the request to be questionable, he or she may deny the time off, or allow the time off without pay.

Time away from work for family emergencies, jury duty, illness, pregnancy, etc. is addressed under Sections VII D - K. hereof and are not covered by this policy.

## ***I. SICK DAYS/DISABILITY***

Full-time salaried employees who have completed the Entry Period are eligible for up to eight (8) sick days when illness prevents them from reporting for work. Part-time, hourly employees are not eligible for sick days.

If you are required to take time off due to illness or injury, you must call the Head of School and report to him or her the reason that you are unable to work. You must keep the Head of School informed of your condition on a daily basis, unless other specific arrangements have been made, and advise him or her of when you will be returning to work.

An excessive number or a regular pattern of sick days may indicate abuse of NME's sick day policy. In such circumstances, the employee may be asked to provide a physician's statement describing the nature of the illness and an indication of when the employee is expected to be able to return to work.

## ***J. SNOW DAYS***

Nelson Mandela Elementary will follow the Omaha Public Schools decision for school cancellations. If school is called off due to inclement weather, non-faculty employees may use a sick or personal day or report to work.

## ***K. VACATION***

Non-faculty full-time regular employees are eligible for paid vacation. The amount of vacation depends on the employee's length of service as of August 1. Vacation accrual runs from August 1 to August 31 (fiscal year) and is earned as follows:

Two Weeks – First fiscal year of service through sixth fiscal year of service

Three Weeks – Seventh fiscal year of service through twelfth fiscal year of service

Four Weeks -Thirteenth fiscal year of service or more

During the first school year of employment, the employee shall be advanced a pro-rated portion of days of vacation in the employee's 'Vacation Bank' to be used throughout the remainder of the employee's first fiscal year.

During the second school year of employment through the six fiscal year, the employee shall be advanced the difference between two weeks of vacation and the balance remaining in employee's Vacation Bank.

During the seventh fiscal year of employment through the twelfth fiscal year of employment, the employee shall be advanced the difference between three weeks of vacation and the balance remaining in the employee's Vacation Bank.

During the thirteenth fiscal year of employment and thereafter, the employee shall be advanced the difference between four weeks of vacation and the balance remaining in the employee's Vacation Bank.

Although available vacation is advanced on August 1 of each school year, it is earned pro rata throughout that fiscal year.

Earned Vacation carried over from prior years shall be used before any advanced Vacation can be used.

Upon termination of employment, employees will be paid for all earned but unused Vacation plus a fraction of unused Vacation that was advanced as of August 1 of the fiscal year in which termination occurs. The numerator of that fraction shall be the number of full months worked in the fiscal year in which termination occurs, and the denominator of the fraction shall be twelve.

Example: If a eleven-year employee is advanced three weeks (15 days) of Vacation on August 1, 2015, but only uses 5 days of Vacation as of August 1, 2016, that employee will carry over 10 days of Vacation as of August 1, 2016— all of which is earned. In addition, as of August 1, 2016, that employee will be advanced another 5 days of Vacation (to be earned pro rata throughout the year). The employee then uses 4 days of Vacation in November 2016 and then terminates employment on November 30, 2016. Upon termination, that employee will be paid a total of 7.5 Vacation days. 6 day of earned Vacation that was carried over from 2015 fiscal year (10 days minus the 4 days used in November) plus 1.5 days of Vacation representing the amount of advanced time that was earned through November 2016 (5 days advanced multiplied by 3/12).

## **SECTION VIII — GROUP HEALTH AND RELATED BENEFITS**

This section of the Handbook highlights some features of NME benefit programs. NME benefit programs are described more fully in summary plan description booklets with which employees are provided once the employee is eligible to participate in these programs. Complete descriptions of such programs are also contained in Master Contracts/Documents. If documentation in this Handbook or in the summary plan descriptions contradicts information in the Master Contracts/Documents, the Master Contract/Documents shall govern in all cases.

NME reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity. Whenever an amendment is made to any of NME benefit programs, the respective plan administrator will draft and submit the amendment to NME for opinion and approval. The respective plan administrator will notify plan participants of all approved amendments or plan terminations in accordance with the requirements of applicable law. For more information regarding any of the benefits programs, employees should contact the Head of School.

### ***A. 403(B) RETIREMENT PLAN (MASS MUTUAL)***

Employees may begin participating in the NME 403(B) Retirement Plan beginning on the first of the month following their hire date. Employees who have been employed for at least one year and worked at least 1,000 hours during that year are eligible for the matching benefit of up to 6% of base salary. Matching eligibility does not begin until the employee's second year of employment. For employees of NME who have completed ten years of service at NME, an additional 2% of their base salary is provided as a benefit to be used toward 403(B) contributions (no employee matching required).

### ***B. LIFE, MEDICAL/DENTAL COVERAGE***

NME pays the premium for a \$20,000 life insurance policy for each full-time regular employee. NME medical/dental coverage is through the Educator's Health Alliance BCBS, which is set as a 4-tier structure. NME pays the premium for medical/dental coverage as follows:

- Employee only: NME pays 85% of premium
- Employee/Children: NME pays 50% of premium
- Employee/Spouse: NME pays 50% of the premium
- Employee/Spouse/Children: NME pays 70% of the premium

If a full-time regular employee elects not to participate in NME medical insurance plan, NME will pay to the employee \$50 per month in lieu of the medical care benefit.

Insurance coverage terminates as of July 30 when a faculty member's contract is not renewed for the following school year. Cobra benefits are available with this policy.

### ***C. LONG-TERM DISABILITY INSURANCE***

Long-term group disability insurance is available to all employees at the employee's expense. Long-term disability insurance eligibility is determined by the insurance carrier. If eligible, benefits begin 90 days after the disability renders the employee unable to work and pays 60% of the employee's gross salary. This policy is integrated with social security payments.

### ***D. WORKERS' COMPENSATION INSURANCE – ALL EMPLOYEES***

To provide for payment of employees' medical expenses and for partial salary continuation in the event of a work-related accident or illness, employees are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of the employee's injury or illness. If an employee is injured or becomes ill on the job, he or she must immediately report such injury or illness to the Administration. This ensures that NME can assist the employee in obtaining appropriate medical treatment. An employee's failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize an employee's right to benefits in connection with the injury or illness.

## **SECTION IX — STUDENT HEALTH**

### ***A. AGE OF ADMISSION (KINDERGARTEN AND FIRST GRADE)***

NME observe Nebraska law applicable to public schools regarding the age of admission to kindergarten and first grade. Nebraska law entitles children to receive free public education the year that they turn five on or before July 31. This is called a “cutoff date.”

### ***B. ASTHMA POLICY AND PROTOCOL***

NME, will implement an emergency treatment plan, known as a protocol, anytime a student or staff member experiences a life-threatening asthma attack or systemic allergic reaction. Information must be updated prior to the start of each school year. Protocol (Implemented by the trained school nurse or medication aid):

- Call 911 first
- EpiPen injection is given
- Albuterol is provided through a nebulizer

The above medication can be obtained from a vendor of the school’s choice.

Parents must provide the following information to the school staff for students having a known allergic condition or asthma:

- Written medical documentation
- Instructions
- Medications as directed by a physician

### ***C. HEALTHY SCHOOL ENVIRONMENT/WELLNESS POLICY***

NME recognizes schools play a critical role in creating a healthy environment for the prevention of childhood obesity and combating problems associated with poor nutrition and lack of physical activity. This policy requires all members of the school and community to maintain an environment that enhances maximum student potential.

Nutrition Education: The primary goal of nutrition education is to influence students’ eating behaviors. NME will promote nutrition education throughout a students’ educational program. Nutrition education is incorporated into a variety of curriculum areas. These curriculum experiences provide the knowledge and skills necessary to make healthy food choices for a lifetime.

Physical Activity: The primary goals are to offer opportunities for students to experience a variety of physical activities and to teach the value of a consistent fitness program for better health, academic success and general personal well-being. NME will promote opportunities for physical activity throughout the school day and during existing after-school programs. Physical activity, health and fitness education are incorporated throughout a students’ educational program.



Nutrition Standards: Students' lifelong health and nutritious eating habits are greatly influenced by the types and choices of foods and beverages available to them. School reimbursable meals meet the federal program requirements and nutrition standards.

Other School-Based Activities: Schools are encouraged to promote school environments which provide consistent wellness messages that are conducive to healthy eating and being physically active.

#### ***D. STATE OF NEBRASKA HEALTH REGULATIONS***

NME will utilize the current edition of the state of Nebraska health regulations for schools and implement those applicable to private schools (See Title 92 – Nebraska Department of Education, Chapter 59 – Regulations for School Health and Safety).

#### ***E. STUDENT HEALTH RECORDS***

Health records as mandated by the state, will be kept for every child. These records will be sent to the next school upon the students' transfer.

#### ***F. STUDENT IMMUNIZATION***

All students are required to have the immunizations mandated by state law. According to state law, each school is required to keep the immunization history of the students enrolled on file. Parents or guardians must present one of the following documents to the school to verify immunization status:

- An immunization record showing that the child is protected by age-appropriate immunizations.
- A statement signed by a physician that the required immunization would be injurious to the student or members of the student's family or household.
- An affidavit signed by a legally authorized representative stating that the immunization conflicts with the tenets and practices of a recognized religious denomination of which the student is a member.

#### ***G. STUDENT MEDICATIONS***

Parents of students who must take prescribed medications during the school day or in emergency situations will arrange for securing of such medication in the school office and sign consent forms regarding dispensation of such medication to their child(ren). School officials will administer only medication that has been prescribed by a physician or nurse practitioner. Medication either must be in the original prescription bottle or must be accompanied by a note from a physician or there must be on file written documentation from a physician authorizing administration of such medication. This policy applies to all medication, both prescription and over-the-counter medication. Schools will fulfill State of Nebraska laws and regulations governing dispensation of medications by unlicensed persons.

## **Policy on Self-Administration of Diabetic Condition at School During School-Related Activities**

Occasionally, a student's parent or guardian will request that the student be allowed to self-manage his or her diabetic condition while at school and during school-related activities. In such instances, the school will adhere to the following steps:

1. Require and receive a written request from the student's parent or guardian that the student be allowed to self-manage his or her diabetic condition.
2. Develop, with the student's parent or guardian, along with the student's physician, a diabetes medical management plan for the student for the current school year.

This plan must:

- (a) identify the health care services the student may receive at school relating to such condition;
  - (b) evaluate the student's understanding of and ability to self-manage his or her diabetic condition;
  - (c) permit regular monitoring of the student's self-management of his or her diabetic condition by an appropriately credentialed health care professional;
  - (d) be signed by the student's parent or guardian and the physician responsible for treatment of the student's diabetic condition.
3. The medical management plan must be kept on file at the school.
  4. The student's parent or guardian must sign the attached Release and Indemnification form before the student is allowed to self-administer his or her diabetic condition.
  5. Once the medical management plan is in place, the student shall be allowed to self-manage his or her diabetic condition on school grounds, during any school-related activity, or in any private location specified in the plan.
  6. If the school determines that the student has endangered himself, herself, or others through the misuse of such medical supplies, it may prohibit the student from possessing the necessary medical supplies to manage his or her diabetic condition, or place other necessary and appropriate restrictions or conditions on the student's self-management. In addition, the student may be subject to discipline. The school shall promptly notify the parent or guardian of any prohibition, restriction, or condition imposed, as well as any disciplinary action taken against the student.

## RELEASE AND INDEMNIFICATION AGREEMENT

(Self-Administration of Diabetic Condition)

\_\_\_\_\_ hereby acknowledge that \_\_\_\_\_  
(Name of Parent or Guardian) (Name of School)  
(including school's employees and agents) is not liable for any injury or death arising out  
of the self-management by \_\_\_\_\_ of his/her diabetic condition and I (Name of Student)  
hereby indemnify and hold \_\_\_\_\_ (including its employees and agents) (Name of  
School) from any claim arising from the student's self-management. In the event that  
\_\_\_\_\_ injures school personnel or another student as a result of (Name of Student)  
misuse of the prescription asthma or anaphylaxis medication or related medical supplies, the  
undersigned shall be responsible for any and all costs associated with the injury.

\_\_\_\_\_  
Date/ Parent or Guardian

## **SECTION X — STUDENT INFORMATION**

### ***A. BALANCED ASSESSMENT PLAN***

A balanced assessment plan serves to measure student achievement, to provide information for the improvement of teaching and learning, and to monitor the effectiveness of NME curriculum and instructional programs. Types of assessments

#### **Norm-referenced**

Assessments are required for all students at grades 3 and 5. Annual whole grade norm-referenced assessment is completed in the fall of the school year and fulfills the requirements set forth by the Nebraska Department of Education Rule 10 and Rule 14.

#### **Criterion-referenced**

Assessments fulfill the criterion-referenced assessment requirements set forth by the Nebraska Department of Education.

#### **On-Going Classroom Formative Process**

Formative assessment is a planned process in which teachers or students use assessment-based evidence to adjust teaching and learning. Such adjustments are an indispensable element of a balanced assessment plan to improve student learning. Teachers will integrate this on-going process including all types of classroom observations and assessments.

#### **Reporting Results**

As required by Rule 10 and Rule 14, NME will report results of the norm-referenced assessment results to their local governing board.

### ***B. CONFIDENTIALITY OF STUDENT RECORDS***

Parents and non-custodial parents have the right to see the educational records of their children. Upon request, parents may view the records in the presence of the principal or his/her designate. Parents have the right to request removal of material, and if such request is denied, to add their own written statements in the record.

All requests to review records should be made in writing at least 48 hours in advance of the review.

### ***C. COOPERATION WITH LAW ENFORCEMENT AND OTHER GOVERNMENTAL AGENTS REQUESTING ACCESS TO STUDENTS***

In all cases where Law Enforcement Personnel enter a school building to interview or apprehend a student, the school shall follow the procedures set forth below. Law Enforcement Personnel shall include police officers, fire officials, and employees of the Nebraska Health and Human Services Department.

1. Arrival of Law Enforcement Personnel. Law Enforcement Personnel desiring to interview or apprehend a student shall inform the Head of School and state the nature of the inquiry or investigation.
2. Student Interviews. In cases where Law Enforcement Personnel wish to interview a student, the Head of School shall make the student available and provide the Interviewing Officer a room where the student may be interviewed. The student's parent or legal guardian shall be contacted and present during the interview unless otherwise directed by the Interviewing Officer. In instances where the parent or legal guardian is not notified, or is unavailable, the Head of School (or designee shall remain present during the interview unless otherwise directed by the Interviewing Officer.
3. Notification.
  - a. Parental Notification. In all cases where a student is interviewed by Law Enforcement Personnel without the knowledge of the student's parent or legal guardian, the Head of School shall immediately contact the student's parent or legal guardian and advise him or her of the interview unless otherwise directed by the Interviewing Officer.  
In all cases where a student is taken into custody and removed from school premises, the Head of School shall promptly notify the student's parent or legal guardian.
  - b. In all cases where a student is interviewed or apprehended, the Head of School shall notify the President of Board of the incident and the procedures followed by the school.
4. Documentation.
  - a. In all cases where Law Enforcement Personnel have interviewed a student or taken a student into custody, the Head of School shall document the date and time of the incident, the identity of the Law. Enforcement Personnel (including badge number, if applicable), and the procedures followed by the school.

#### ***D. MEDIA ACCESS TO STUDENTS***

Media representatives will be allowed to interview students at school only with the written permission of the parents. Pictures and filming of students can be used only if written parental permission is obtained.

#### ***E. PARENT CUSTODY PROCEDURES***

Parent handbooks will include information concerning the rights and procedures to be observed regarding custodial, non-custodial and/or legal guardians of students. Schools will obtain a copy of the custody section of the divorce decree when necessary to determine the legal custody arrangement.

#### ***F. RELEASE OF STUDENT INFORMATION***

The Head of School is the only school official who can authorize release of directory information to outside parties. Student and parent names, addresses and phone numbers are printed in the student directory which is distributed to all school families. Parents who do not wish their directory information published must notify the Head of School in writing prior to the beginning of the school year.

## ***G. SPECIAL EDUCATION POLICY***

Recognizing that individual differences exist among students, reasonable adjustments and accommodations will be made to help students develop skills affecting academic growth. When developmental delays (and behavioral impairments) exist to the degree that school adaptation is difficult, the school administrator, after consultation with parents, will initiate a referral to the appropriate agency or resource.

After diagnosis by qualified persons, suggestions for helping the student will be implemented by support personnel in the school. If this assistance does not result in significant progress within a specified time, the school administrator will assist parents in locating a more helpful educational situation for the student.

## ***H. STUDENT CALENDAR***

The school administrator will develop an annual calendar that:

- a. provides an optimum number of instructional days in recognition of the direct correlation between instructional time and student learning;
- b. fulfills, as minimum, state and applicable accrediting agency requirements;
- c. gives priority to number of instructional days regardless of length of the school day;
- d. includes staff development days.

## ***I. STUDENT FILES***

NME complies with the provisions of the “Buckley Amendment”. Official student files will contain only:

- a. academic transcript
- b. attendance record
- c. records of educational or related testing
- d. emergency information
- e. required health information

All information contained in the official student file should be factual and not observational.

## ***J. STUDENT PHOTOGRAPHS***

Photographs of students may appear on the school website or on other publications. Parents who do not wish their children’s photographs to be placed in public media must notify the Head of School in writing prior to the beginning of school.

## ***K. TECHNOLOGY USE POLICY***

1. Access to the Internet must be related to the user's work responsibilities, for the purpose of education or research, and be consistent with the educational objectives of the school.
2. The use of the Internet is a privilege, not a right, and inappropriate use, will result in a cancellation of those privileges, disciplinary action (up to and including suspension or expulsion) and/or appropriate legal action. Whether the use is considered inappropriate or violates this policy is a matter within the discretion of the Head of School, and his or her decision is final.
3. Use of technology, for educational or social reasons, must be consistent with the educational objectives of the school.
4. Some examples of unacceptable uses of the Internet or technology are:
  - a. Using technology for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any U.S. or state law;
  - b. Unauthorized downloading of software, regardless of whether it is copyrighted;
  - c. Invading the privacy of individuals;
  - d. Using another user's password or account;
  - e. Using pseudonyms or anonymous sign-ons;
  - f. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, or sexually-oriented, threatening, racially offensive, harassing, or illegal material or other information and/or materials that are inconsistent with the objectives and/or teachings of the School.
  - g. Engaging in abuse of technology. This includes communications, in or outside of school, using personal computers, social networking sites (including, but not limited to, Facebook, Twitter, and MySpace) or Electronic Communication Devices (ECD's) such as cellular telephones, BlackBerrys, Pocket PCs, SideKicks, pagers, and other similar devices which threaten other students or school personnel, violate school rules, or disrupt the educational process promoted by the school. Abusive communication includes, for example, posting or dissemination of written material, graphics, photographs or other representations which communicate, depict, promote, or encourage:
    1. Use of illegal or controlled substances, including alcoholic beverages;
    2. Violence or threats of violence, intimidation, or injury to the property or person of another;
    3. Use of degrading language to describe or refer to another student, faculty member, or school official; or
    4. Lewd, offensive, sexually suggestive, or other inappropriate behavior on web pages, web sites, blogs, bulletin boards systems, in e-mail communication or attachments, in discussion groups, user groups, chat rooms, or any other function of the Internet or world wide-web electronic media.
5. Your School account and password are confidential and must remain so. Do not use another individual's account and confidential password.
6. Use of a photograph, image or likeness of one's self or of any other employee, student, parent, or parishioner on any Internet or web-based site, or in any electronic communication, is prohibited, except with the express permission of the Head of School.

7. Using School equipment to create a web site or to transmit the likeness, image, photograph or video of any employee, student, parent or volunteer, is prohibited, except with the express permission of Head of School.

8. Employees are prohibited from permitting any other individual or entity from creating a web site for the School facility, or from photographing, video graphing, or otherwise creating the likeness of any employee, student, parent, or parishioner for commercial purposes, advertising purposes, or for Internet transmission or posting, except with the express permission of the Head of School.

9. Employees are not permitted to allow a non-employee to use a School computer or other equipment unless the non-employee is an authorized volunteer.

10. The School reserves the right to monitor employee and student use of School computers, including an employee's Internet use and email use and content. Thus, employees and students have no expectation of privacy in their use of School computers, the Internet, or email.

### **STUDENT ACKNOWLEDGMENT OF TECHNOLOGY USE POLICY**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Each student and his or her parent(s)/guardian(s) must receive the Technology Use Policy and sign this authorization as a condition of continued enrollment. Teachers and other staff must also sign as a condition of continued employment. Students, parent(s)/guardian(s) and staff need only sign this Authorization for Internet Access once while enrolled in the School or employed by the School. I have received, understand, and will abide by the Technology Use Policy.

Dated: \_\_\_\_\_ Student: \_\_\_\_\_

The following must also be signed by a Parent/Guardian. I have read the Technology Use Policy and this Authorization for Internet access and understand and agree to the terms of that Policy. I understand that access to the Internet is designed for educational purposes and that the School prohibits the access of inappropriate materials, but that it is impossible for the School to restrict access to all controversial and inappropriate materials. I will hold harmless the School, its employees, and/or agents from any harm caused by materials or software obtained by my child via the Internet. I also agree, on my child's behalf, to the terms of the Technology Use Policy; I affirm my child's obligations pursuant to that policy and this Authorization and accept all responsibilities and/or liabilities arising from my child's compliance or non-compliance with that policy and/or Internet use. I have discussed the terms of this Authorization with my child. I hereby request that my child be allowed access to the Internet while at school or in connection with school activities.

Dated: \_\_\_\_\_ Student: \_\_\_\_\_



## **EMPLOYEE STATEMENT OF ACKNOWLEDGMENT**

This is to acknowledge that I have received a copy of the NME Personnel Manual. I understand that it provides guidelines and summary information about NME's personnel policies, procedures, benefits, and conduct of employees. I also understand that it is my responsibility to read, understand, become familiar with, and comply with the policies, rules and procedures established by NME, including but not limited to those set out in this Personnel Manual. I further understand that NME reserves the right to modify, supplement, rescind, or revise any provision, benefit, or policy from time to time, with or without notice, as it deems necessary or appropriate. In any situation not specifically addressed in the manual, NME reserves the right to have a decision made by the Head of School.

I also acknowledge that both NME and I have the right to terminate the employment relationship at any time, with or without cause or advance notice, unless I am under contract for a specified duration of time. I also understand that the at-will status of my employment with NME will remain in effect throughout its duration unless specifically modified by written agreement, and may not be modified by any oral or implied agreement.

Finally, I acknowledge that when my employment is terminated, this Personnel Manual will be returned to NME.

Employee's Name (Please Print) \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_