

**POLICIES AND REGULATIONS**  
**of**  
**DOUGLAS COUNTY SCHOOL DISTRICT NO. 0001**  
**OMAHA PUBLIC SCHOOLS**

*Reprinted*

**MAY 2013**

**BOARD OF EDUCATION**  
**Omaha, Nebraska**

## **BOARD OF EDUCATION**

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## FOREWORD

The *Policies and Regulations* of the Omaha Public Schools have been set forth herein by the Board of Education to provide a framework for efficient operation of the school district. These policies are general principles designed to ensure consistency and unity in the operational activities of all persons concerned with the educational program and all other aspects of the school system. Administrative regulations have been developed as necessary to assist school district personnel to successfully implement these policies.

The Board of Education of the Omaha Public Schools is responsible for carrying out certain state and federal laws, rules and regulations. The Board adopts policies to fulfill these mandates and also to meet the needs and desires of the community. These policies and regulations are a guide to the Board of Education in fulfilling its responsibilities to the children, the patrons and the personnel of the school district.

Policies and regulations are modified as necessary. Recommendations from community members and the staff that facilitate the practical implementation of these policies and regulations are encouraged and considered when revisions and updates become necessary. Policies do not always meet all circumstances. The utilization of reasonableness is an important component in providing effective management in the day-to-day operation of school business.

This document has been arranged in logical sequence to permit reference to various topics by section number. This format also allows for systematic amendment and revision of the manual. Statutory provisions pertinent to the operation of the schools are included in paraphrased form and referred to by code number.

The *Policies and Regulations* are designed to contribute to optimal educational opportunity for all students in the Omaha Public Schools. The effective application of these policies and regulations will assist in successfully fulfilling the mission and goals of the school district.

Virginia Moon  
Interim Superintendent of Schools

## **MISSION STATEMENT**

The mission of the Omaha Public Schools is to provide educational opportunities which enable all students to achieve their highest potential.

## **EDUCATIONAL AIMS**

### **Aim 1 - High Student Achievement**

High student achievement will be met by maintaining high academic standards and expectations for all students and providing assistance which is appropriate for each student.

### **Aim 2 - Safe and Secure Learning Environment**

A safe and secure learning environment is an essential component in enabling students to achieve their highest potential.

### **Aim 3 - Professional Work Force**

A professional work force, dedicated and committed to attaining the goals of the district, is essential.

### **Aim 4 - Partnerships**

Community partnerships, both internal and external, are vital to the success of our students and include families, students, staff, businesses, political entities and the general public.

### **Aim 5 - Effective and Efficient Use of District Resources**

Effective and efficient use of available resources will be required to achieve district goals.

## **EDUCATIONAL EQUITY**

Aligned with the mission of the Omaha Public Schools is the commitment to educational equity for all students, staff, and patrons of the school system. In all places and in all activities of the Omaha Public Schools, it is expected that every individual will be treated in a fair and equitable manner. All conduct will reflect a belief in the dignity and value of each person regardless of the individual's race, color, religion, gender, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.

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## SECTION 1. THE BOARD OF EDUCATION

**Note:** *All statute numbers relate to the revised Statutes of Nebraska unless otherwise indicated. The law is not quoted in total nor is it necessarily exact in such references.*

### 1.01 Corporate powers of the Board of Education (Revised 12/15/08)

The official name of the Omaha Public School district shall be Douglas County School District 0001 and it is a Class V school district. As such, in that name it shall be a body corporate and possess all the usual powers of a corporation for public purposes, and in that name and style may sue and be sued, purchase, hold, and sell such personal and real property, and control such obligations as are authorized by law.

### 1.02 Organization of the Board of Education (Revised 4/1/13)

- a. The OPS Board of Education shall meet at the first meeting on or after June 10, 2013, and in January each year thereafter to elect a President and a Vice President from its membership. Beginning January 2014, the President and Vice President shall serve for a term of one year or until their successors are elected and qualified.
- b. The OPS Board of Education shall first elect its President and then elect its Vice President. Any member of the Board may self-nominate or be nominated by another Board Member. Nominating speeches are not permitted. However, nominees shall have up to five minutes to speak following the close of nominations and prior to the distribution of ballots. Nominee speeches shall be in order of nomination. Election of officers of the Board of Education shall be by secret ballot. Election shall require a majority of all members of the board.
- c. The Board of Education may also elect from outside its own members, a Superintendent, a secretary, a treasurer, and such other officers as the board may deem necessary for the administration of the affairs of the school district, at such salary as the board may deem just, and in their discretion they may enter into contracts with such officers for terms not to exceed three years.

### 1.03 Duties and functions of the Board of Education (Revised 12/15/08)

- a. The Board of Education shall exercise control over the Omaha Public Schools, Educational Service Unit No. 19, and the Omaha Public Schools Retirement Board of Trustees in accordance with the statutes of the state of NE.
- b. The Board of Educational shall select an administrator for Educational Service Unit No. 19 and the Omaha Public Schools Retirement Board of Trustees.
- c. The Board of Education shall have the power and duty to initiate questions of policy and pass upon the recommendations of the Superintendent in matters of policy, appointment or dismissal of employees, salary schedules or other personnel regulations, courses of study, selection of textbooks, and other matters pertaining to the welfare of the schools. The Board of Education may enter into contracts under such terms and conditions as the board deems appropriate, for periods of not to exceed four years, for the provision of utility services, refuse disposal, transportation services, maintenance services, financial services, insurance, security services, and instructional materials, supplies, and

equipment and for collective-bargaining agreements with employee groups.

- d. The Board of Education shall require reports from its executive officers concerning conditions of efficiency and needs of the schools. The board shall take steps to appraise the effectiveness with which the schools are achieving the educational purposes of the school system as may be determined by the Board of Education.
- e. The Board of Education shall adopt a budget in accordance with the statutes of Nebraska. Prior to the adoption of the budget, a public hearing shall be held with notice of the meeting published in advance. All money belonging to the Omaha Public Schools, in the hands of the county treasurer, shall be accounted for and disbursed directly to the Board of Education in accordance with statutory requirements.
- f. In order to exercise its right and duties, the Board of Education shall prepare and publish a body of policies and regulations covering organization, policies, and procedures of the school system. The Board of Education shall cause such policies and regulations to be revised as necessary and shall republish such policies as often as necessary.
- g. The Board of Education, and each Board Member, serves as an Ambassador of the Omaha Public Schools. As such, the Board of Education and each Member of the Board is to function as a representative of the Omaha Public Schools to the general public. The Board of Education, and each Board Member, serves as an advocate for the Omaha Public Schools within the district, and at the State, Regional and National Levels. Each Board Member is expected to be a vigorous, knowledgeable and articulate advocate of the Omaha Public Schools and its programs, as approved by the Board of Education, so that the best interests of the Omaha Public Schools can be made fully and clearly known.

#### **1.04 Duties of the President (Revised 12/15/08)**

The President of the Board of Education shall preside at board meetings, shall perform all duties imposed by the statutes, and shall perform such other duties as may be prescribed by law or by action of the Board of Education. The President shall serve as the primary spokesperson for the Board of Education. The President shall also appoint or provide for the election of all committees of the Board of Education and shall be ex officio member of such committees.

#### **1.05 Duties of the Vice President**

The vice president shall preside in the absence of the president and shall perform such other duties as may be assigned by the Board of Education.

#### **1.06 Duties of the Secretary (Revised 12/15/08)**

- a. The secretary of the Board of Education shall perform the duties imposed by statute and the policies and regulations of the Board of Education. While retaining the ultimate performance for such duties, the secretary may delegate the carrying out of specified duties.
- b. The secretary or his/her delegate shall be present at all meetings of the board, keep an accurate journal of the proceedings, take charge of its books and documents, countersign all warrants for school moneys drawn upon the treasurer of the school district by order of



the board, audit accounts, issue all warrants, and attest all official documents requiring the signature of the President. The secretary shall have charge of all records, reports, petitions, and other documents presented to and referred to in the minutes of the board

- c. The secretary shall furnish a satisfactory surety bond to the Board of Education in the amount of \$15,000 or in such an amount in excess of \$15,000, as may be required by the Board of Education.

#### **1.07 Duties of the Director; Office of the Board of Education (Revised 12/15/08)**

- a. The Director, Office of the Board of Education shall perform the duties imposed by the policies and regulations of the Board of Education, and other duties as assigned by either the Board of Education or the Superintendent. The director shall attend all meetings of the Board of Education and its committees unless excused and be responsible for board/committee agendas, materials, activities, and functions.
- b. The Director shall coordinate budget input sessions, review Report and Action folders, maintain board documents, and contract files.
- c. The Director is responsible for the supervision, coordination, and evaluation of the staff in the office of the Board of Education.
- d. The Director shall provide orientation and training for each newly-elected or appointed Board Member, which shall include an introduction to appropriate administrative staff, and a discussion of the policies and regulations which govern the Board of Education. Training will also include arrangements to instruct Board Members on computerized access to education research.

#### **1.08 Removal From Office (Revised 12/15/08)**

Any one of the elected or appointed officers of the Board of Education may be removed from office by a two-thirds vote of the membership of the board.

A member of the Board of Education may also be removed due to absence resulting in a vacancy. See Section 1.14 regarding vacancies.

#### **1.09 Meetings of the Board (Revised 12/15/08)**

The board shall open its regular meetings on the first and third Mondays of each month at the hour of 6:30 p.m., unless another hour and/or day is stipulated by public notice. All meetings of the board shall be subject to the Open Meetings Act. The Board shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by the public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement of that agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting.

### **1.10 Special meetings (Revised 12/15/08)**

- a. Special meetings may be called by the President or on petition of a majority of the members of the Board of Education as circumstances may demand.
- b. Special meetings must be called for the purpose which is specified in the written 24-hour minimum advance notice of the meeting. No business shall be transacted at the special meeting except that which is specified in the call.
- c. Emergency meetings: When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency.

### **1.11 Place of meetings (Revised 5/20/13)**

- a. All meetings of the board shall be held at the offices of the Board of Education unless each member of the board has been notified by the director to the contrary. In the event of such a change, the director shall take appropriate steps to inform the public.
- b. An alternative location for meetings of the Board of Education will be used when it is anticipated that the attendance of the public will exceed that which can be accommodated adequately at the regular meeting site, Teacher Administrative Center, 3215 Cuming Street.
- c. The President, upon receiving a report from the director concerning the anticipated need, will direct the director to poll each member of the Board of Education. If all Board Members are not available, at least the number equaling a quorum of the Board of Education must be contacted. A simple majority of those contacted must indicate an affirmative opinion in order to change the meeting site.

### **1.12 Opportunity for public expression (Revised 12/15/08)**

The Board of Education, as a representative body, recognizes the importance of the public's viewpoint relative to the direction of the educational program in the Omaha Public Schools. The board also recognizes its function as a legislative body, as with other governmental units, requires an orderly procedure in fulfilling its policy making role. Therefore, in order to effectively communicate with the public, the following guidelines have been established to allow citizens to give expression to their suggestions, concerns, and grievances:

- a. All meetings of the Board of Education shall be open to the public
- b. The Board shall go into an executive session only upon a motion duly made, seconded, and passed by a majority of the members in open session convened. Such motion, second, and roll call shall be duly recorded in the minutes of such meeting together with the time of convening and adjourning the open session and the time of commencement and conclusion of the executive portion thereof. The rationale for going into such executive session shall be duly recorded into the minutes of the Board meeting per statutory requirements. All discussion had in executive session shall be maintained as confidential. Should any such confidential information be shared by any Board Member with any individual other than (a) an individual present in the Executive Session or (b) a

Board Member who was not able to attend the executive session, such Board Member shall be subject to public sanction by the Board of Education.

- c. Citizens who desire to express individual/community suggestions, ideas, complaints, grievances, or any other matter to the Board of Education, should follow one of the following procedures:

- 1. Grievances:

Grievances are complaints by persons under contract with the school district that a term or condition of said contract has been violated by the school district. Grievance procedures of the Board are outlined in Policy 3.31. Complaints from employees concerning terms and conditions of employment and/or actions by administration that are not grievances shall be governed by the Complaints procedures outlined in Policy 3.31.

- 2. Concerns

Concerns from citizens should be in writing whenever possible, and no anonymous correspondence may be considered officially by the Board of Education.

Any person with a complaint may choose to address the Board of Education concerning their complaint at a regular meeting during the recognition of visitors.

- 3. Proposals to the Board Through Committees

Any citizen who wishes to present a suggestion, idea, or proposal to the Board of Education, in person or through written communication, shall submit a request to the director. The director shall direct the request to the appropriate standing committee to make the arrangements for placement on the committee agenda.

- 4. Speak to Agenda Item Committee

It is recommended that any citizen wishing to speak on a board agenda item do so at the appropriate committee meeting.

- a. Requests to be heard at a committee meeting should be submitted prior to the chairperson calling the meeting to order.

- 1. Citizens who wish to speak to an agenda item will be called upon when the item is discussed.
- 2. Citizens who arrive late may complete a Request to be Heard form and will be called upon at the time the agenda item is discussed, unless it has already been covered.
- 3. Citizens speaking to an agenda item at the time the item is to be considered, will be heard prior to the committee discussion and consideration. Upon request, citizens may speak to an agenda item following committee discussion, but prior to formal committee action.

4. Citizens who wish to speak to a non-agenda item will be called upon at the beginning of the meeting.
  - b. The agenda of each committee meeting will normally be available in the office of the director five days prior to the meeting.
  - c. Any correspondence from the citizens pertaining to an agenda item shall be referred to the appropriate committee.
5. Appearance at Regular Board Meetings
  - a. Citizens who desire to appear before the board shall make their wishes known to the secretary prior to the President calling the meeting to order.
  - b. The President, upon receipt of the requests, may refer matters of concern to the appropriate committee so these matters may receive further consideration.
  - c. Citizens who wish to speak to an agenda item will be called upon when the item is discussed.
  - d. Citizens who arrive late may complete a Request to be Heard form and will be called upon at the time the agenda item is discussed, unless it has already been covered. In the event the item has been acted upon, the person requesting to be heard may either withdraw the request or speak at the close of the meeting.
  - e. Citizens speaking to an agenda item at the time the item is to be considered will be heard prior to the board discussion and consideration. Upon request, citizens may speak to an agenda item following board discussion, but prior to formal Board of Education action.

#### **1.13 Quorum** (Revised 12/15/08)

A majority of all members of the board shall constitute a quorum, but a less number in attendance at any regular meeting shall have the power to compel the attendance of absent members in such manner and under such penalties as the board may prescribe

#### **1.14 Absence from meetings** (Revised 12/15/08)

A vacancy in the membership of the Board of Education shall occur when a member is absent either for a continuous period of sixty days at one time, or for more than two consecutive regular board meetings, unless the absence is excused by a majority of the remaining members of the Board of Education.

#### **1.15 Vacancies** (Revised 5/20/13)

- a. Board of Education membership vacancies may be filled by the Board of Education according to statute. A vacancy in the Board shall be filled by the remaining members of the board for the remainder of the unexpired term. All other vacancies shall be filled by the Board of Education.

- b. Failure of one elected to the Board of Education to qualify for the position as required by law voids the election and creates a vacancy (79-552).

#### **1.16 Order of Business** (Revised 4/1/13)

Generally, the order of business at regular meetings of the board will be:

- Call to order
- Pledge of Allegiance
- Roll Call
- Board and Superintendent Communications
- Reports
- School Showcase
- Informational Highlight
- Public Comment and Recognition
- Consent Agenda Items
  - Reading of the Minutes
  - Personnel Adjustments
  - Designated Action items
- Recommendations from Standing Committees
  - Curriculum, Human Resources and Student Services
  - Finance, Operational Services and Claims
  - Americanism and Community Engagement
- Unfinished Business
- New and Miscellaneous Business
- Request for Closed Session
- Adjournment

#### **1.17 Rules of Order** (Revised 12/15/08)

##### **Procedure**

The parliamentary procedures of all meetings of the Board of Education and its committees shall be determined by Robert's Rules of Order Revised, unless these policies or the Nebraska statutes provide for other procedures.

##### **Expectations of the Board of Education**

In conducting the business of the Board of Education, it is expected that each Board Member is committed to excellence and equity in public education, and in order to achieve that goal, Board Members will strive to: place the educational welfare of all students attending the Omaha Public Schools first; regularly attend all regularly scheduled board meetings, except for emergencies, and become informed concerning the issues to be considered at those meetings; be open-minded in the decision-making process and base decisions on the best data available; encourage and respect the free expression of opinion by all Board Members; work with other Board Members to establish effective Board policies and to delegate authority for the general daily administration of the Omaha Public Schools to the Superintendent; raise issues of concern directly with the President of the Board of Education or the Board's Director and be willing to work on solutions to problems identified; be informed about current educational issues through individual study and through participation in programs providing needed information, such as those

sponsored by state and national associations; avoid being placed in a position of conflict of interest; support policies and programs that will best serve the interests of the Board of Education as advocates for high quality education for all children; take no action that will compromise the Board of Education and disclose no confidential information except as authorized; act prudently when expending the funds of the school district, including observing a strict standard of fiscal responsibility in incurring any Board-related expenses; and take an active role in modeling and promoting good conduct with fellow Board Members.

## **Sanctions**

Improper Board Member behavior may result in sanctions against that Board Member, which may include public reprimand by the President of the Board of Education and/or the Board of Education; removal from standing and/or special committees by the President of the Board of Education and/or the appointing body of said committee.

### **1.18 Voting (Revised 12/15/08)**

- a. All votes on motions and all resolutions shall be by "ayes" and "noes," and the vote shall be recorded.
- b. The statutes require the following vote for various board actions:
  1. The election of officers, teachers, nurses, and custodians requires a vote of a majority of all members of the board.
  2. All money appropriated out of the school fund must be on a recorded affirmative vote of a majority of all the members of the board.
  3. No school property of any kind shall be sold except at a regular meeting and by a recorded affirmative vote of at least two-thirds of the members of the board.
  4. No bonds may be submitted to the electors without the consent of a majority of the members of the board.
- c. No policy of the board shall be repealed or altered except by a majority vote of all the members upon second reading
- d. Cancellation of contract for certificated employee requires a vote of the majority of the members of the school board as does amendment or termination of the contract of a certificated employee. All other board action may be taken by a vote of a majority of the members present if sufficient in number to constitute a quorum.

### **1.19 Disqualification of Voting and Conflicts of Interest (Revised 12/15/08)**

- a. The Nebraska Accountability and Disclosure Act defines a public official as meaning, among others, any elected or appointed member of a school board (49-1443), and the members of the board are accordingly governed by certain provisions of that act. These include:

1. No member of the board may have an interest in any contract to which the School District of Omaha, or any one for its benefit, is a party. This prohibition applies only when the board member, his/her parent, spouse, or child has a business association with the business involved with the contract or will receive a direct pecuniary fee or commission as a result of the contract (49-14,103.01).
2. A business association shall mean:
  - a) a business in which the board member is a partner, director, or officer; or
  - b) a business in which the board member, his/her parent, spouse, or child:
    - (1) is a stockholder, if a closed corporation, of stock worth more than \$1,000 at fair market value or which represents more than five percent equity interest in the closed corporation; or
    - (2) is a stockholder, if a publicly traded corporation, of stock worth more than \$1,000 at fair market or which represents more than a ten percent equity interest in the publicly traded corporation (49-1408).
3. The prohibition against a member of the board having an interest in any contract to which the School District of Omaha, or any one for its benefit is a party, does not apply if the contract is an agenda item approved at a board meeting and the board member:
  - a) declares on the record at a board meeting the nature and extent of his/her interest prior to the board's consideration of the contract or claim; and
  - b) does not vote on the matter, except that if the number of members of the board declaring an interest in the contract would prevent the board with all members present from securing quorum on the issue, then all members may vote on the matter; and
  - c) does not act for the board as to inspection or performance under the contract in which he/she has an interest. If the board member has a conflict of interest as to a business with which the School District of Omaha has an open account with claims coming before the board on a regular basis, the board member is required to make the declaration within ten days after such account is opened. The director shall maintain a Conflict of Interest ledger to record board member declarations and information pertinent to the contract.
4. A board member whose parent, spouse, or child is an employee of the School District of Omaha may vote on all issues of contract generally applicable to all employees or to all employees within a classification, so long as such action does not single out the board member's parent, spouse, or child for special attention.
5. No member of the board, a member of his/her immediate family, or a business with which they are associated shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment, based on an agreement that the vote, official action, or judgment of the member would be influenced thereby.

6. No member of the board shall use his/her public office or any confidential information received through the holding of public office to obtain financial gain, other than compensation provided by law, for himself/herself, a member of his/her immediate family, or a business which they are associated
  7. No member of the board shall recommend the employment of an immediate family member of the School District of Omaha unless the board member does not abuse his/her official position and makes either a full disclosure on the record to the board or a written disclosure to the director, such disclosure to be recorded in the Conflict of Interest ledger with the pertinent contract information. Disclosure is also required for Board Members who have an immediate family member employed by the School District of Omaha when such family member is employed by or changes his/her position with the district, or at the time the board member takes office if the family member was employed by the district prior to the board member's taking office. The district may not employ an immediate family member of a board member without first having made reasonable solicitation and consideration of applications for such employment
  8. No member of the board shall use personnel, resources, property, or funds under his/her official care and control, other than in accordance with the prescribed constitutional, statutory, and regulatory procedures, or use such items, other than compensation provided by law, for personal financial gain
  9. No member of the board, a member of his/her immediate family, or a business with which they are associated, shall enter into a contracted valued at \$2,000 or more, in any one year, with the district unless the contract is awarded through an open and public process. No contract may be divided for the purpose of evading the requirements of this section. This section shall not apply to a contract when the member does not in any way represent either party in the transaction. Any member of the board who is in doubt as to the propriety of action proposed to be taken by him/her may apply to the Nebraska Accountability and Disclosure Commission for an advisory opinion relating thereto.
- b. Members of the board are additionally governed generally by the laws of the state of Nebraska and specifically by certain statutes relating to them. No member of the board shall be employed as a teacher by the district or enter into or execute on behalf of the district any contract with any teacher or administrator related to him or to the majority of the board by blood or marriage.
  - c. It is essential to the proper operation of democratic government that members of the board and employees be independent and impartial and that the board's decisions and policy be made in the proper channels.

#### **1.20 Authority of Members (Revised 12/15/08)**

- a. Board members have authority only when acting as a body, except as specifically authorized by the Board via Board action or Board policy.
- b. The board shall not be bound in any way by any statement or action on the part of any individual board member or employee except when such statement or action is in pursuance of special instructions by the Board of Education.



- c. Board Members may, as individuals, request information from administration utilizing a “Request for Information” form which will be promulgated by administration and maintained in the Board Offices by the Director to the Board of Education. A copy of each Request for Information made by an individual Board Member will be forwarded to all Board Members for their information, as will a copy of all information provided by administration pursuant to the request. Under normal circumstances, no Request for Information that will require more than one hour of administrative time to prepare should be made by individual Board Members – lengthier and/or more comprehensive requests should be made by the appropriate Committee of the Board of Education.
- d. When visiting school sites, individual Board Members agree to make appointments and/or notify the Principal and/or the individual acting in the Principal’s stead at least the working day prior to such visit.

### 1.21 Committees of the Board Authorized (Revised 4/1/13)

- a. There shall be three standing committees of the Board of Education:
  - 1. **Finance, Operational Services and Claims.** The Finance, Operational Services and Claims Committee shall address financial matters of the district and Educational Service Unit No. 19 and audit all claims. The committee shall consider matters related to items of procurement in excess of \$50,000.00, the delivery of educational services at the school site including enrollment, boundaries, school safety, facilities and growth planning, related construction and maintenance expenditures, transportation, and student nutrition related to the school district. The committee shall review federal, state and local legislation and regulations that affect the district.
  - 2. **Curriculum, Human Resources and Student Services.** The Curriculum, Human Resources and Student Services Committee shall review recommendations for the establishment of curriculum, instruction, assessment and all matters as appropriate that affect teaching and learning of this school district. This includes matters related to early childhood education through secondary curriculum, including special education and all related grant administration. Areas of focus include: increasing student achievement, increasing graduation rates, decreasing dropout rates, school improvement planning, and the district action plan for increasing student achievement. The Committee shall review the recommendations for the establishment of personnel policy, employment relations, wage and salary, recruiting and hiring of staff, leaves and retirement, employee support programs, teacher education certification, professional standards, professional development, and labor relations. The Committee shall review the recommendations for the establishment of student and family services such as: student placement, attendance, code of conduct, and due process.
  - 3. **Americanism and Community Engagement.** The Americanism and Community Engagement committee shall meet quarterly. The purpose of this committee is to meet the statutory responsibilities of Nebraska School Law (79-724). The committee shall promote and monitor community engagement to provide resources and build relationships that lead to improved student learning, stronger families, and healthier communities.

- b. Standing and temporary special committees of the Board of Education shall be appointed by the President or chosen by a vote of the board.
- c. Each committee shall have a membership of no less than three members, including the President (who shall be an ex officio member), with any two constituting a quorum.
- d. The President shall appoint temporary special committees of the Board of Education as the need occurs.
- e. Voting on any committee recommendations shall be the privilege of committee members only.

**1.22 Functions of Committees** (Revised 12/15/08)

- a. The functions of a committee shall be to study, analyze, and report on any questions or issues as may be referred to it by the Board of Education, brought to its attention by the Superintendent, or raised by a member of the board. Any committee may at its discretion hold hearings or call for reports prepared by the Superintendent or the Superintendent's staff. Findings and recommendations shall be made to the board as a whole for final action.
- b. The President of the Board of Education shall be an ex officio member of all committees with the same power and privileges as other members. The Superintendent of schools may be appointed to membership on special committees and shall be eligible to attend any committee meeting. The Superintendent is not eligible to attend committee meetings held for Superintendent re-employment and/or salary considerations, except as permitted by the Board of Education.

**1.23 Committee Meetings** (Revised 4/1/13)

- a. A Board of Education committee shall meet at the call of the chairperson at such time and place as it is agreeable to at least two of the members of the committee. The time and place of such meeting, if other than the regularly published time and place, shall be made known in advance through the office of the director.
- b. Order of Business
  - 1. Consider items on the agenda which require action and make recommendations to the Board of Education.
  - 2. Receive information and updates related to the school district

**1.24 Minutes of the Board**

Records of all transactions of the board shall be set forth in full in the official minutes of the Board of Education. The minutes shall be kept on file as the permanent official record of school legislation of the district. The secretary shall act as custodian of the minutes and shall make them available to any citizen desiring to examine them during the hours when the office of the secretary is open.

### **1.25 Duplication of Minutes**

Duplicated copies of the minutes shall be prepared promptly by the director after each meeting and shall be distributed among the members of the board and to school officials or others who may request them. Lengthy items, such as salary lists or copies of other reports included in the minutes, may be excluded except by title reference.

### **1.26 Fiscal Year**

The fiscal year of the School District of Omaha shall be from the first day of September through the last day of August.

### **1.27 Distribution of Policies and Regulations (Revised 12/15/08)**

- a. The Superintendent of schools shall cause a copy of the Policies and Regulations and a copy of any amendments thereto to be made available to the public by posting the Policies and Regulations on the school district's website.
- b. Administrative procedures shall be published and kept up to date relative to policies which have been carried out by the Superintendent of schools and the Superintendent's staff. Administrative procedures shall be made available to personnel through distribution and through posting on the school district's website.

### **1.28 Employees Responsible for Observance of Policies and Regulations (Revised 12/15/08)**

All employees are expected to know and shall be responsible for observing all provisions of the law and all policies and regulations of the Board of Education pertinent to their activities as employees of the Board of Education, School District of Omaha or Educational Service Unit No. 19. The policies and regulations of the Board of Education are written to be consistent with the provisions of the statutes, but do not incorporate the statutes in full.

### **1.29 Amendment or Suspension of Policies (Revised 12/15/08)**

- a. Any policy of the board may be suspended for an agreed upon period of time by a vote of two-thirds of the members of the board, provided such suspension is permitted by law.
- b. No policy of the board shall be repealed or altered unless a majority of all the members vote for the repeal or alteration upon motion made in writing for that purpose at a previous meeting of the board.
- c. The Superintendent of schools, in case of emergency, may suspend any part of these policies and regulations as it pertains to administration of schools, as permitted by law and provided however, that the Superintendent shall report the fact and the reason for such suspension at the next meeting of the Board of Education and provided further, that the suspension shall expire at the time of said report unless continued in effect by action of the Board of Education.

### **1.30 Teacher - Administrator - Board of Education Relationships**

Since it is recognized that providing a high quality education for children is the paramount aim of the School District of Omaha and that good morale in the teaching staff is necessary for the best education of children:

- a. The Board of Education, under law, has the final responsibility of establishing policies for the district and Educational Service Unit No. 19.
- b. The Superintendent and Superintendent's staff have the responsibility of carrying out the policies established.
- c. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

### **1.31 Attainment of Objectives (Revised 12/15/08)**

Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board of Education, the Superintendent and appointed administrative staff, the professional personnel, the non-certified personnel, and other citizens of the community. To this end, free and open exchange of views is desirable, proper, and necessary.

The Board of Education shall provide the Superintendent with complete freedom to organize, reorganize and arrange district administrative and supervisory staff in a manner which, in his/her judgment, best serves the district. The administration of instruction and business affairs shall be lodged with the Superintendent and administered by him/her with the assistance of his/her staff. The responsibility for the selection, placement and transfer of personnel shall be vested in the Superintendent. The Superintendent shall consult with the Board of Education regarding the selection, placement or transfer of administrators before exercising his/her decision-making authority on these matters. The Board individually and collectively shall refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation. Members of the Board shall exercise only those responsibilities specified in these Policies and Regulations of the district, or as otherwise required or permitted by statute. The Board and the Superintendent shall promptly meet to discuss any issues regarding Board Member responsibilities or the carrying out of those responsibilities.

### **1.32 Professional Organizations**

It is recognized that teaching is a profession requiring the possession of specialized educational qualifications, and that the success of the educational program conducted in the public schools of the district depends upon the willing services of well-qualified teachers who are reasonably well satisfied with the conditions under which their services are rendered. It is further recognized that teachers have the right to join or refrain from joining any organization for their professional or economic improvement and for the advancement of public education, but that membership in any organization shall not be required as a condition of employment.

### **1.33 Recognition (Revised 4/16/12)**

- a. Certification. The Board of Education shall automatically recognize any collective bargaining agent which has been certified by the Commission of Industrial Relations as the exclusive collective bargaining agent for its employees.
- b. Voluntary Recognition. The Board of Education may recognize for the purpose of holding labor negotiations, any collective bargaining agent which has as members a majority of personnel employed by the School District of Omaha who share a sufficient "community of interest" and which submits a list of names of its members to the Board of Education not later than September 1 of the year preceding the contract year in question. In the case of a request for recognition by certificated and instructional employees, the Board shall respond to such request no later than the following October 1. The collective bargaining agent(s) shall admit persons to membership without discrimination on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.

### **1.34 Inaugurating Labor Negotiations (Revised 4/16/12)**

- a. Written requests by certified or voluntarily recognized collective bargaining agents to commence labor negotiations shall be submitted by the collective bargaining agent to the Superintendent of schools.
  - 1. In the case of certificated and instructional employees, negotiations shall commence on or before November 1 and there shall be no fewer than four negotiation sessions prior to the following February 8.
  - 2. In the case of all other employees, negotiations shall commence upon agreement of the parties.

### **1.35 Conducting Negotiations (Revised 4/16/12)**

- a. The Superintendent shall designate the individuals to serve on the bargaining team on behalf of the School District of Omaha.
- b. Meetings between the bargaining team for the School District of Omaha and the collective bargaining agent shall be scheduled for a mutually satisfactory time.
- c. The parties may present relevant data, supporting information, proposals, and counter proposals.
- d. Consultants and/or attorneys may be used if deemed advisable by either party.
- e. Negotiation updates may be made to the collective bargaining agent members by its representatives and shall be made to the Board of Education by the Superintendent or a member of the bargaining team.
- f. While labor negotiations are in process, any releases prepared for news media shall be approved by both the bargaining team for the School District of Omaha and the collective bargaining agent.

- g. Upon reaching a Tentative Agreement, the collective bargaining agent shall submit such Tentative Agreement to its membership for approval or rejection. Upon approval by the membership of the collective bargaining agent, the Tentative Agreement shall then be presented to the Board of Education for its approval or rejection. In the event of approval by the Board of Education, the provisions of the Tentative Agreement shall be put into effect by the Superintendent of schools on the effective date of the new Agreement.

### **1.36 Omaha Schools Foundation and Funding from Private Sources (Revised 4/16/12)**

- a. The Board of Education of the School District of Omaha does hereby establish the Omaha School Foundation. Its purpose is to raise and expend funds for educational projects and programs that are not part of the general operations or regular education functions of the School District of Omaha.
- b. The Omaha Schools Foundation's assets shall not be used for the general maintenance program of the School District of Omaha or for staff salaries or stipends, the purchase of normal supplies, textbooks, or equipment used for the general operation of the School District of Omaha. Rather, the foundation's assets may be used to help fund specific educational projects and programs throughout the School District of Omaha developed with the cooperation of the School District of Omaha and other civic, charitable, or private organizations and individuals. Both the Board of Education and the Board of Directors of the foundation will receive evaluations for all funded projects. Projects shall be distributed among the schools.
- c. The Foundation is specifically authorized as part of its policy to establish programs to financially assist graduates of the public schools in the School District of Omaha in their pursuit of post-secondary education.
- d. The Board of Education encourages all parent groups in each of the school district's schools to utilize the services of the Omaha Schools Foundation for all fundraising projects to benefit the schools. This includes all fundraising for scholarships for post-secondary education and for any physical improvements to school buildings. The Board of Education's purpose in encouraging the use of the Omaha Schools Foundation is to assure equity of expenditures and grants among its multiple buildings and the student body as a whole.
- e. Should a parent group nonetheless choose to form their own tax-exempt organization for fundraising purposes, such a separate organization must fully cooperate with the Superintendent and the building Principal regarding any spending on behalf of the school, within the school, for/or on school property as further described herein.
- f. No funds raised from private sources as described in subparagraph e, above, may be spent for the benefit of a school, within a school, or for /or on school property without prior written approval of the Superintendent or his or her designee. Any expenditure over \$5,000 must follow the school district's standard operational procedures, including those procedures related to bidding and Board Approval, and shall also be approved in writing by the Superintendent of Schools. Any expenditure for a capital improvement to any school property, regardless of the amount of the expenditure, must receive prior approval from the Board of Education. All contracting in connection with any expenditure of funds described in subparagraph e, above, for the benefit of a school, within a school, or for /or on school property shall be determined exclusively by the School District of Omaha.

- g. The Principal of any school building that is the recipient of, or benefits from the expenditures of an organization described in subsection e above shall report such funds, expenditures or benefits within 30 days of receipt of same to the District's Financial Officer, and shall make a report annually to the Board of Education.

### **1.37 Local Government Miscellaneous Expenditure Act (Revised 4/1/13)**

- a. Expenses Incurred at Educational Workshops, Conferences, Training Programs, Hearings, Meetings, or Official Functions

In addition to other expenditures authorized by law and by these policies, public funds of the Omaha Public Schools are authorized by law and by this policy to be used to pay for the following:

1. Payment or reimbursement of actual and necessary expenses of Board Members, employees, or volunteers incurred in connection with any of the following events:
  - a) educational workshops
  - b) conferences
  - c) training programs
  - d) hearings
  - e) meetings
  - f) official functions
2. Such expenses may be paid with public funds, whether the event is sponsored by the Omaha Public Schools or some other entity or whether the event occurs at an Omaha Public Schools facility or at some other location within or outside the geographic boundaries of the Omaha Public Schools. Attendance at the event must benefit and promote the work of the Omaha Public Schools.
3. If payment for such expenses incurred for attendance at any of these events is otherwise covered by these policies, the provisions of those other policies shall govern payment or reimbursement. If no other policy governs such payment or reimbursement, the following rules shall be uniformly applied:
  - a) Payment or reimbursement is authorized only if attendance at the event is given prior or contemporaneous approval by the employees immediate supervisor or by the Superintendent of schools or the Superintendents designee or, in the case of Board Members, by the President of the Board of Education. Employees of the Omaha Public Schools may be excused for attendance at conferences, educational workshops, or training programs without loss of pay upon written application to and approval in writing by the Superintendent of schools or the Superintendent's designee. All employee absences for attendance at such events generally must be approved four weeks in advance before such absence may be granted. Notation of approval of attendance must be made on the payroll by the certifying person.

Substitute teachers may be provided at board expense for such approved absences. For budgetary purposes, as much planning as possible should be made one year in advance.

- b) Anyone seeking reimbursement for out of pocket expenses reasonably incurred in connection with an authorized event shall submit an itemized listing of expenses in order to be reimbursed. The itemized listing shall be-submitted for payment to the accounting office.
- c) Authorized expenses may include:
  - 1) Any registration cost, tuition cost, or fees or charges for attending the event.
  - 2) All reasonable event expenses if the event is sponsored by the Omaha Public Schools. Such expenses may include the cost of providing non-alcoholic beverages and refreshments for those attending the event. If the event is a public meeting of the Board of Education or a committee of the board, such expenses may include the cost of providing non-alcoholic beverages for those in attendance.
  - 3) Mileage as provided in Policy 5.12.
  - 4) Actual travel expense if travel is authorized by commercial or charter means. Such expenses may include reasonable and necessary ground transportation and also may include car rental, if the rental is explicitly authorized as necessary by the President of the Board of Education for Board Members or by the Superintendent of schools or the Superintendents designee for employees or volunteers.
  - 5) Meals and lodging at a rate not exceeding the applicable federal rate unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate and such additional expenses are expressly approved by the Board of Education.
- b. Expenses for Meals and Non-Alcoholic Beverages for Emergency Relief Workers and Volunteers.

In addition to other expenditures authorized by law and by these policies, public funds of the Omaha Public Schools are authorized by law and by this policy to be used to pay for non-alcoholic beverages and meals for the following:

- 1. For any individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, including, but not limited to, tornado, severe storm, fire, or accident; and
- 2. For any volunteers during or immediately following their participation in any activities authorized by these policies, including:
  - a) Service on advisory committees to the Board of Education or the Superintendent of schools;



- b) Involvement in the Adopt-A-School program, PTA/PTSA, Omaha Education Week or other similar parent, business, or community involvement with the Omaha Public Schools;
  - c) Mowing grass, picking up litter, removing graffiti, or removing snow; or
  - d) Any other activity approved by the Board of Education.
- c. Expenses for Recognition Dinners

In addition to other expenditures authorized by law and by these policies, public funds of the Omaha Public Schools are authorized by law and by this policy to be used to pay for one recognition dinner each year held for members of the Board of Education, employees of the Omaha Public Schools, or volunteers in the schools. The maximum cost per person for any such dinner shall not exceed \$25. Any annual recognition dinner held pursuant to this policy may be held separately for members of the Board of Education, employees of each department of volunteers, or any of them in combination.

- d. Expenses for Plaques, Certificates of Achievement, or Other Awards

In addition to other expenditures authorized by law and by these policies, public funds of the Omaha Public Schools are authorized by law and by this policy to be used to pay for plaques, certificates of achievement, pins, flowers, or other items of value awarded to elected or appointed officials, employees of the Omaha Public Schools, or volunteers, including persons serving on local government boards or commissions. No item awarded to any individual shall exceed \$100 in cost. No item shall be awarded to any individual without the explicit prior approval of the Superintendent of schools, the Superintendents designee, or the Board of Education. No item of value shall be awarded to an individual except for activity which promotes the education of the students of the Omaha Public Schools.

- e. It is recognized that the Board of Education is accountable to the taxpayer and therefore reimbursement for activities undertaken by individual Board Members which may be in the course service to the District but which are not public functions/meetings or otherwise organized by administration and/or the Board of Education, and which are not specifically outlined above, must be recommended for approval for reimbursement by the Finance, Operational Services and Claims Committee of the Board of Education and approved by the Board of Education.

### **1.38 Attorney-Client Privilege Policy (12/15/08)**

A communication between the Board of Education and/or the Omaha Public Schools and its attorneys is protected by the attorney-client privilege when the Board of Education or a Board Member or the Omaha Public Schools intends that the communication be confidential and takes steps to ensure that it remains so. Board Members, like Omaha Public School employees, should use the following procedures on all communications to and from legal counsel seeking or containing legal advice:

- 1) Do not copy (cc) or blind copy (bcc) individuals who are not required to be included in the communication, and do not distribute a legal memo or communication to others who are not listed as the intended addressees

- 2) Do not restate or discuss confidential legal advice in meetings. If legal advice must be repeated, it should only be done with prior consultation with legal counsel.
- 3) Do not repeat the content of any legal communications related to the Omaha Public Schools to anyone outside of the Omaha Public Schools without specific prior authorization.
- 4) Save and maintain all privileged documents in separate folders or files to which access is limited.

## **SECTION 2. THE ORGANIZATION OF INSTRUCTIONAL SERVICES**

### **2.01 Mission of the Public Schools (Revised 4/16/12)**

- a. The Legislature hereby finds and declares that the mission of the State of Nebraska, through its public school system, is to:
  1. Offer each individual the opportunity to develop competence in the basic skills of communications, computations, and knowledge of basic facts concerning the environment, history, and society;
  2. Offer each individual the opportunity to develop higher order thinking and problem-solving skills by means of adequate preparation in mathematics, science, the social sciences, and foreign languages and by means of appropriate and progressive use of technology;
  3. Instill in each individual the ability and desire to continue learning throughout his or her life;
  4. Encourage knowledge and understanding of political society and democracy in order to foster active participation;
  5. Encourage the creative potential of each individual through exposure to the fine arts and humanities;
  6. Encourage a basic understanding of and aid the development of good health habits, and
  7. Offer each individual the opportunity for career exploration and awareness. (79-701)

All those associated with the Omaha Public Schools students, staff, and the general citizenry are expected to recognize and support the following affirmations.

1. That there be demonstrated, at all times, a respect for others regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, marital status, citizenship status, or economic status.

2. That language of any kind which is disparaging or demeaning to others shall not be tolerated, such as racial, ethnic, religious, disability, citizenship status or sexist epithets.
  3. That staff shall be expected to exhibit mature good judgment, respect, and sensitivity for others, and that students shall be expected to exhibit appropriate maturity, good judgment, respect, and sensitivity for others.
  4. That this school system must demonstrate its respect for life and dignity of each individual through its curriculum and staff development programs.
  5. That violations of the above affirmations on the part of any individual or individuals shall be cause for disciplinary action.
- b. It shall be the responsibility of the administrative staff, periodically, to prepare formal statements defining and implementing the basic purposes of the schools as stated above. These statements shall be the basis for determining the content of the curriculum, the methods of instruction, and the means for evaluating the effectiveness of both.
- c. Districtwide Goals

The following goals provide the context for educational planning in the Omaha Public Schools:

For the Learner

1. Maintain and improve academic achievement.
2. Develop aesthetic appreciation and ability.
3. Understand the free enterprise system and the meaning of economic self-sufficiency.
4. Understand the rights and responsibilities of citizenship.
5. Acquire the insights, knowledge, and skills necessary for the development of physical and mental health.

For the Staff

6. Promote excellence in student achievement by maintaining high standards of professionalism, preparation, and performance.
7. Provide educational programs designed to promote the attainment of knowledge, competencies, and skills by students.

For the School System and Community

8. Insure access and equity for students in their pursuit of educational opportunities in a pluralistic society.
9. Provide adequate financial support and professional opportunities for staff.

10. Build public confidence and attain economic resources to accomplish the goals of the school system.

## **2.02 Type of Organization**

The School District of Omaha shall be organized and operated as a unified system under the direction of the superintendent of schools who, as the sole executive head of the school system, shall coordinate and administer all services approved and authorized by the Board of Education.

## **2.03 Scope of Instructional Program (Revised 4/16/12)**

- a. The district shall provide instruction suitable to the needs of all who are legally eligible to attend school in the district.
- b. Except for special types of instruction, the instructional program may be arranged in units commonly designated as grades, each grade approximating the work of one year. Such a program of instruction shall be organized into schools or other administrative units as follows:
  1. The elementary school normally consists of early childhood or kindergarten through grades four, five, or six. The elementary school may be configured with multiage and multigrade classrooms.
  2. The secondary school commonly consist of grades five, six or seven through twelve or any consecutive combination of these grades.
  3. Instruction shall be provided on all levels, with or without grade organization, for students with special needs.
  4. Departures from the above noted organizational plan for instruction may be made by the superintendent of schools upon approval of the Board of Education.
- c. All public day schools organized within the School District of Omaha shall be free to all children between the ages of five and twenty-one years, whose parents or legal guardians reside within the boundaries of the school district.

The school district shall also offer special instructional services to children between the ages of identification and twenty-one years or prior completion of program whose parents or legal guardians reside within the boundaries of the school district and who have disabilities which are recognized by provisions in the state law (43-2500).

## **2.04 The Program of Instruction (Revised 4/16/12)**

- a. The minimum program of instruction in the schools shall be that prescribed by the statutes. The statutory curriculum may be augmented and extended to provide for the educational needs of individual students and differing areas in the school district.

The district shall implement a K-12 multicultural, nonsexist curriculum infusion process and provide professional development to enhance cultural competencies in staff.

b. Graduation Requirements

Any 8<sup>th</sup> grade student enrolled in a high school course at a high school and/or a student taking a high school course taught by a high school teacher in the middle school may earn high school credit for such course work. Only high school elective credit may be awarded for successful completion of approved high school level courses. A home school student who passes a district approved end of course assessment may also earn credit as they matriculate into an OPS Secondary School.

A minimum of 49 credits is required for graduation from the School District of Omaha. Each student must earn the minimum credits listed below within each designated subject area during Grades 8-12:

English	8 credits
Social Studies	7 credits
Mathematics	6 credits
Science	6 credits
Physical Education	4 credits
Elective Subjects	18 credits
<i>Total Minimum Credits Required</i>	<i>49 credits</i>

c. Assessment

1. Assessment Information for Decision Making

The Board of Education of the Omaha Public Schools believes that the district's assessment program must serve as a source of information to support effective decision making related to individual student achievement and learning, classroom organization and planning, school management and improvement planning, district management and planning, and policymaking at the district, state, and federal levels.

2. Purposes of Assessment

To promote effective decision making, the district's assessment program serves three major purposes: 1) to measure student achievement to meet rigorous curriculum standards and to communicate this information to parents or guardians, 2) to provide information to staff to improve instructional practices and to meet student needs, and 3) to evaluate and to monitor the effectiveness of district curriculum and instructional programs.

3. Quality Assessments

In order to meet the above purposes, the assessment program of the Omaha Public Schools will use high-quality assessments that are valid and reliable. All assessments will have clear purposes and will incorporate a variety of assessment methods to evaluate accurately students' knowledge and skills. These methods will include selected responses and performance-based measures such as observations, performances, products, portfolios, and personal communication. All assessments will be controlled for bias or

distortion that may interfere with the accuracy of results.

#### 4. Types of Assessments and Their Uses

In accordance with federal and state mandates and regulations, the assessment program of the Omaha Public Schools will include norm-referenced tests and criterion-referenced tests. The information provided by both of these types of tests is essential to effective decision making. Standardized norm-referenced tests will be used to ascertain student mastery of basic skills and concepts and to compare student achievement in the Omaha Public Schools with student achievement in this state and in the nation. Standardized criterion-referenced tests will be used to determine student mastery of skills, knowledge, and applications described in the district's curriculum standards and in the Nebraska State Standards.

#### 5. Test Security

Members of the public and parents or guardians requesting to review district assessment instruments may do so by contacting the Research division. To ensure the validity and reliability of test results, district assessment instruments may only be reviewed while the reviewers are in the presence of district staff.

### **2.05 Other Authorized Services Related to Instruction (Revised 4/16/12 )**

- a. The instructional services of the Omaha Public Schools shall include, in addition to instruction as such, the supporting services of administration and supervision, recruitment of personnel, school health and safety, planning, research and evaluation, and specialized services for children.
- b. Such special and related services as approved by the Board of Education, insofar as resources permit, shall be provided in the following types of schools, departments, classes, and services:
  1. Career education courses in all middle and high schools.
  2. Special classes and curricula for gifted and talented students with unusual capacity, intelligence, or endowment.
  3. Guidance, psychological, and clinical services for the study and diagnosis of children's educational, emotional, and behavioral problems.
  4. Public school nursing, dental, and health education services.
  5. Census, attendance, and student personnel assistant services. There shall be maintained a continuous census of children of school age, and provision shall be made for promoting school attendance through adjustment of personal problems of children, education of parents, and enforcement of attendance and child welfare laws.
  6. Summer school instruction shall include classes in the regular curricular offerings. Work for which school credit is earned during the summer months must be of the same

quality as that provided in corresponding courses given during the regular school terms.

7. Extended school day and Saturday programs to supplement and enrich instruction.
8. Evening high schools for students unable to attend the regular day schools. These shall be maintained with the understanding that the quality and the amount of instruction in the evening classes shall correspond to that of the day high school classes.
9. Alternative programs for students who have not adjusted to the regular school program.
10. Libraries to provide additional resources for the classroom teacher.
11. Early Childhood program.
12. The School District of Omaha recognizes and supports a strong activities (co-curricular) program at the middle and high school levels. Such activities supplement and enrich regular classroom work and enhance student-teacher relationships.

While the school system encourages the maintenance of a strong co-curricular program, general control and primary financial support rest with the individual building unit. The individual principals, along with the staff of the building, students and community, are the best determiners of the nature and scope of the program provided. Where such programs are required by Board of Education policy or direct action, however, adequate funding shall be provided by the board to sustain a reasonable level of student participation and quality of program.

## **2.06 Nutrition Services**

- a. The Board of Education shall operate cafeterias in all schools where feasible. In addition to making balanced hot lunches available to students, the Nutrition Services division shall be administered by the staff as an instrument for the teaching of nutrition education.
- b. Free or partially free lunches shall be provided to students whose parents are unable to pay for the cost of lunches, subject to the requirements of the federal lunch program.

## **2.07 Transportation of Students (Revised 8/7/06)**

- a. The Board of Education shall provide transportation for: 1) elementary public school students who reside more than one and one-half miles driving distance from their home attendance area school or designated option school selected under the Student Assignment Plan; 2) middle school students who reside more than two miles driving distance from their home attendance area school or designated option school selected under the Student Assignment Plan; and 3) ninth through twelfth grade students who reside in designated elementary attendance areas, and who attend a high school outside their home attendance area, provided the outside high school is more than two miles driving distance from their home (79-611). Magnet high schools (North and South) receive transportation within their home attendance area if over three miles.

- b. The Board of Education may provide such transportation of students as may be necessary to prevent overloading at any particular school building (79-601).
- c. Students qualifying under legislative action and/or state guidelines relative to special education shall be transported by the school district or at school district expense in accordance with said guidelines.
- d. The school district shall insure each of the school district-owned vehicles in accordance with the laws of the state of Nebraska and federal and state Department of Transportation regulations as they apply to school districts (79-610).

## **2.08 Transportation of Employees** (Revised 10/04/93)

Necessary and approved transportation required in the performance of duty by an employee shall be at the expense of the school district.

## **2.09 Cooperation With Community Agencies**

It shall be the policy of the Board of Education to cooperate with official community agencies or governmental subdivisions concerned with the welfare of children as authorized by statute. These agencies include the Juvenile Court, Parks and Recreation division, Omaha-Douglas County Health Department, Douglas County Assistance Bureau and the Douglas County Youth Center.

## **2.10 School Year** (Revised 10/07/85)

- a. A standard school year shall consist of a maximum of 190 teaching days exclusive of all vacations, or such number of teaching days not to exceed 190 as may be approved by the Board of Education in the annual calendar, and shall be divided into two semesters, each of which is divided into two quarters. Teaching staff on a 190-day contract, for the 1985-86 and 1986-87 school years respectively will be assigned 186 regular duty days (188 regular duty days for new staff).
- b. The superintendent of schools shall present annually or biennially as deemed advisable, a calendar for the coming school year or years for the approval of the Board of Education. The superintendent shall design a calendar or calendars which meet provisions included in board policy, state statutes, and the rules and regulations of the state Board of Education. Such calendars shall be designed to meet the goals and objectives of the Board of Education and shall accommodate all experiences and activities provided by the school district.

The Board of Education recognizes that instructional hours include class sessions, homeroom periods, study halls, assemblies, recess periods, field trips, passing time, and other planned instructional activities in order to provide students a balanced and complete school experience. The Board of Education further recognizes the importance of maintaining quality instructional time for all students. The superintendent shall be responsible for monitoring the allocation and use of staff and student time and shall make adjustments when necessary to insure the integrity of the instructional hour. Time scheduled for student lunch periods shall not be counted as instructional time.



Students enrolled in non-traditional programs may have fewer instructional hours than those in the regular K-12 program. Students may be assigned to such programs as a result of an Individualized Educational Plan (IEP), due process in accordance with the discipline code described in policy, or the recommendation of the principal and the superintendent's designee.

The board-approved calendar/s shall make provision/s for the opening and closing of school and the length of the authorized recess periods during the standard school year Thanksgiving, winter recess and spring recess. Before final adoption, the proposed calendar shall be distributed among school employees for suggestions.

## **2.11 Holidays (Revised 6/18/90)**

- a. The schools and the offices of the Board of Education shall be closed on the following national holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, and Independence Day.
- b. The closing of schools on any day other than during regular vacations or holidays shall be only by specific action of the Board of Education.
- c. In case of emergency, all schools, or an individual school, may be closed temporarily by decision of the Board of Education or the superintendent of schools.
- d. All full-time twelve-month employees shall be excused from duty on the Friday following Thanksgiving and one full working day immediately prior to Christmas and New Year's, if the holidays fall on a week day. If New Year's Day or Christmas Day falls on a Sunday, twelve-month employees will be excused from duty on the following Monday and Tuesday. Whenever the aforesaid holidays fall on a Saturday, twelve-month employees will be excused from duty on the preceding Thursday and Friday.

If the working day prior to Christmas should ever fall on a school day, compensatory time shall then be arranged for twelve-month employees.

Whenever Independence Day falls on a Sunday, twelve-month employees will be excused from duty the following Monday. If Independence Day falls on a Saturday, twelve-month employees will be excused from duty on the preceding Friday.

All full-time, ten-month employees shall be excused from duty for those holidays that occur within their regular duty year. These holidays are: Labor Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day, Presidents' Day, and Memorial Day.

Offices of the school system shall be closed during these periods in accordance with this policy.

- e. Holidays shall be considered a personal matter and shall not be counted against sick leave or approved absence, including vacations.
- f. Any staff member who is of the Jewish faith may be excused for the most holy holidays of Yom Kippur and the Jewish New Year on the condition that said days will be made up on a substitute-of-time basis. Specific arrangements relating to the substitution of time should be made through the Office of the Superintendent of Schools.

## **2.12 School Day (Revised 7/01/85)**

- a. The length of the school day for kindergarten students shall not be less than 160 minutes in the forenoon or in the afternoon session, for grades one to eight inclusive, 345 minutes minimum, except the noon recess. The total length of the school day in the secondary schools shall be no less than 390 minutes.
- b. The hours of opening and closing each type of school shall be determined by the superintendent of schools. The time of opening and ending the school day may be modified where transportation or traffic emergencies justify such a change upon the authorization of the superintendent of schools, provided that length of school sessions are not shortened.
- c. During the school year, all schools shall be in session five days a week, Monday through Friday, except upon emergency authorization of the superintendent of schools or during authorized holiday periods.

## **2.13 Elementary Class Size**

It shall be the policy of the Board of Education to maintain class sizes in elementary schools within the approximate range of 20 to 30 pupils. Upon authorization of the superintendent, the class size may be adjusted in special and ungraded classes for atypical children.

## **2.14 Secondary School Student-Teacher Ratio**

It shall be the policy of the Board of Education to maintain a class size of 20 to 30 students in all secondary schools in the city. In computing the student-teacher ratio, all professional employees, with the exception of administrators, shall be counted as teachers. Part-time teachers shall be computed in the same manner for that part of time which they devote to teaching responsibilities.

## **2.15 Assignment of Elementary School Administrators**

- a. A school with a membership of 200 or fewer students may be under the authority of a principal administering another school. At the discretion of the superintendent of schools, such a school may be administered by a principal who teaches full or part-time.
- b. A school with a membership of 201 to 300 students inclusive may be under the authority of a principal administering another school. At the discretion of the superintendent of schools, such a school may be administered by a principal teaching half-time. Such an administrator shall be designated as an "assistant principal."
- c. A school with a membership of 301 or more students shall be under the authority of a principal devoting full-time to administration and supervision.
- d. In each of the schools administered by a principal having a multiple assignment, a teacher shall be designated as a "head teacher," who shall assume the duties of the principal when the latter is absent from the building.

- e. In all schools without a head teacher, a "teacher-in-charge" shall be designated to assume the duties of the principal in case of emergencies.
- f. Exceptions to the foregoing provisions may be allowed by the superintendent of schools if the special nature of a school or a community requires additional supervision or administration for the best interests of the students.

#### **2.16 Loan of Textbooks to Private School Students (Revised 4/16/12)**

The Board of Education will purchase and loan textbooks to students attending private schools which are approved for continued operation by the Nebraska Department of Education, only to the extent that funds are provided for the purchase of such textbooks to the extent that the Legislature of the State of Nebraska appropriates funds to be distributed by the State Department of Education. (79-734(2)).

#### **2.17 Internet Restriction (Revised 9/20/10)**

It shall be the policy of this school district to educate students and staff about appropriate online behavior. This education will include components on:

- a. Interacting with other individuals on social networking websites and in chat rooms
- b. Cyberbullying awareness and response

The school district shall monitor online activities of students and staff when using district applications. The school district shall maintain and enforce technology protection measures designed to block or filter any computer using the school district's network from Internet access to the following:

- a. Visual depictions that are obscene as defined by federal law
- b. Child pornography as defined by federal law
- c. Materials on the Internet that are harmful to minors as defined by federal law or inappropriate for minors, and
- d. Electronic mail, social networking, chat rooms, and other forms of direct electronic communication, except electronic mail or other electronic communication provided by or approved by the school district in accordance with the school district's policies and procedures

Such technology measures shall be designed to:

- a. Permit monitoring of student and staff online activities
- b. Inhibit unauthorized access and other unlawful activities by student and staff online
- c. Prevent unauthorized disclosure, use and dissemination of personal information regarding students and staff

The Superintendent or Assistant Superintendent for General Administration may designate in writing one or more staff members authorized to disable or bypass such blocking or filtering technology for particular computers not accessible to students or other unauthorized personnel, but only to the extent necessary to test the effectiveness and assure the adequacy of the protective measures.

The Superintendent or Assistant Superintendent for General Administration is authorized to provide all certifications and to sign all applications and other documents required for the school district to obtain federal universal service funds and discounts for telecommunications services, Internet access and internal connections.

### **2.18 Technology Information Security (2/1/10)**

The Omaha Public School District provides for the security and privacy of all information technology systems and data entrusted to our organization. The Board and District leadership are committed to the following:

- ensuring that appropriate safeguards are in place for protecting this information
- complying with laws, regulations, and best practices for information security
- controlling access in order to prevent intentional and accidental misuse
- assuring that all employees are aware of their responsibilities related to information security

### **2.19 Technology Policy Statements (4/1/13)**

- a. The Omaha Public Schools will minimize barriers and maximize opportunities for communicating and sharing information with students, teachers, families, and the community.
- b. The Omaha Public Schools will embrace and practice being responsible and ethical digital citizens.
- c. The Omaha Public Schools will connect class work with experiences beyond the classroom.
- d. The Omaha Public Schools will enable, educate, empower, and support staff to create dynamic, relevant, learning and work environments and experiences.
- e. The Omaha Public Schools will provide a structure to implement and evaluate the benefits of educational and operational technology.

## **SECTION 3. ADMINISTRATION**

### **3.01 Functional Principle of Administration (Revised 9/22/97)**

- a. The organization of the school staff shall be unified and directed by a single executive head, the superintendent of schools, who shall function as the chief executive officer of the school district and the educational service unit.
- b. Staff organization shall be based upon a functional analysis of the services to be rendered by the school system and the educational service unit.

c. The Board of Education recognizes the following services or functions within the school system:

1. Policymaking and legislation – functions of the Board of Education carried on with the aid of the superintendent of schools.
2. Administration – a function of the administrators on all levels of the school system, unified and coordinated through the Office of the Superintendent of Schools.
3. Instruction – a service performed by teachers, supervisors, counselors, librarians, and curriculum workers, aided by administrative and certified employees and their assistants.
4. Research – auxiliary service to instruction and administration for the purpose of fact finding, data processing, interpretation, planning, and evaluation, as well as coordinating the research work done by all members of the staff as an aspect of their regular assignment in the school system.
5. Legal advice – a service performed by the attorney for the Board of Education.
6. Plant operation, maintenance, and construction – functions of the business staff, which includes architects, engineers, technicians, accountants, and others under the direction of the superintendent of schools.
7. Business affairs, to include accounting, secretarial, and clerical – services performed by secretaries, clerks, accountants, and others under the direction of their respective administrative superiors.
8. Board secretary – administers and maintains all official records of the Board of Education.
9. Community Services – a service performed to improve the relations between the school district and the community.
10. Public Information Service – a service for promoting better staff and public understanding through the distribution and publication of district documents for the media and community.

### **3.02 The Central Administration (Revised 9/22/97)**

- a. The administrative personnel, authority, and services that are concerned with the school system as a whole or with one or more of its major divisions of service shall be known and referred to as the central administration of the school system.
- b. The officers of the central administrative system shall include the superintendent, associate and assistant superintendents, directors of divisions, coordinators, and supervisors operating under the direction of the superintendent, together with such technical, secretarial, and clerical assistants as may be employed to assist these officers.
- c. The function of the central administration shall be to plan for and to control, coordinate, supervise, direct, and evaluate the whole school system as a unified enterprise in

accordance with the purposes, policies, plans, procedures, and programs authorized by the Board of Education.

### **3.03 The Superintendent of Schools**

The superintendent of schools shall be the chief executive officer of the Board of Education in the administration of the schools and the educational service unit. Coordination and supervision of the central administrative service are primary responsibilities of the superintendent of schools. As chief executive officer of the Board of Education, the superintendent shall have general oversight of the school system and the service unit, and shall be responsible for the efficient operation of the system in all its divisions. The superintendent of schools shall also exercise those duties which are mandated by the statutes and those which are specifically designated in the policies and regulations of the Board of Education.

### **3.04 Duties of the Superintendent of Schools**

- a. Whenever possible, the superintendent shall attend all meetings of the board and such meetings of board committees deemed desirable, except when the superintendent's efficiency or salary is under consideration.
- b. The superintendent shall enforce the policies and regulations of the Board of Education, submit for adoption by the Board of Education the annual school calendar, present recommendations for board policy, make a continuous study of the development and needs of the schools, and prepare reports to the Board of Education on the condition and development of the schools. This person shall also acquaint the public with the activities and needs of the schools.
- c. The superintendent shall recommend to the Board of Education for appointment all personnel, including those required for teaching, supervision, clerical work, maintenance of buildings, custodial service, or any other type of service which may be necessary for the operation of the schools.
- d. The superintendent shall be responsible for the assignment, alteration of assignment, transfer, suspension, and recommendation for promotion or dismissal of any employee of the Board of Education, with the exception of the superintendent position itself.
- e. The superintendent shall be responsible for the conduct of the instructional program and shall provide courses of study, textbooks, supplies, and supervision for the instructional program.
- f. The superintendent shall have the right to consolidate classes, assign students to buildings and classes, or transfer them from one attendance unit to another. Establishing or altering the attendance boundaries for all the schools in the interest of sound administration of the instructional program of the school is also a responsibility of this office.
- g. The superintendent shall be responsible for the development, maintenance, and operation of a constructive program of staff development for all employees of the school system, and for this service shall have power under budget control to employ lecturers, grant temporary leaves from work, and develop professional library facilities as required.

- h. The superintendent shall have power to control and shall exercise general supervision of the policies and management of the individual schools and divisions of the school system by granting or withholding approval of policies, plans, and procedures as these may be prepared by the central administration or proposed by principals and the administrative heads of the divisions or managements of their respective units.
- i. The superintendent shall maintain a continuous study of the problems confronting the schools, evaluate the quality and efficiency of all departments, and report in writing to the Board of Education findings and recommendations as required.
- j. The superintendent shall have the responsibility of the formation of school policies, plans, and programs, and by the preparation and presentation of facts, explanations, and recommendations shall assist the Board of Education in its duties of legislation and policymaking for the schools and the educational service unit.

### **3.05 Administrative Manuals**

In order to expedite the work of the schools, the superintendent shall issue such administrative manuals or booklets of instruction as deemed necessary for the effective administration of the schools. These manuals shall be distributed to the employees directly concerned. Insofar as the provisions of such manuals are not in violation of the policies and regulations or the officially adopted practices and procedures of the board or the statutes of the state, these shall be binding upon all employees. A directory of all such publications shall be maintained. A manual of administrative practices and procedures shall be published to supplement the adopted policies and regulations of the board.

### **3.06 Advisory Committees**

The superintendent shall have power to form advisory committees or councils, including members who are not employees of the Board of Education, to advise and assist in formulating policies and plans for carrying on the work of the schools. The work of such committees shall be advisory only and with minimum or no expense to the school district.

### **3.07 Delegation of Authority**

- a. The superintendent of schools may delegate duties or work to subordinate officers or employees as required for the effective administration of the school system, except in such matters as when the statutes or resolutions of the Board of Education prohibit the delegation of such authority. Work completed upon delegation of the superintendent shall be deemed as having been done by the superintendent of schools.
- b. All reports or recommendations to the board from any officer or employee under the direction of the superintendent shall be made to the Office of the Superintendent unless otherwise directed by the Board of Education.

### **3.08 Associate Superintendent of Schools**

- a. The associate superintendent of schools shall be immediately responsible to the superintendent of schools and shall aid in the general administrative oversight of the whole system. This person shall act in the absence of the superintendent of schools, possess and

exercise all the powers, and carry out all the responsibilities of the superintendent of schools.

- b. The associate superintendent shall assist the superintendent of schools in carrying out the policies and regulations of the Board of Education, coordinate and supervise the efforts of the total staff, and aid in the evaluation of all aspects of the educational enterprise.
- c. The chief responsibility of the associate superintendent of schools shall be the development of planning standards for the major functions of the school system. The associate superintendent shall devote particular attention to the yearly building organization as it pertains to budgetary needs, personnel numbers, space requirements, and the needed evaluative criteria against which to measure the performance level of the school system.

### **3.09 Assistant Superintendents of Schools**

- a. The assistant superintendents of schools shall rank in authority and responsibility as immediately subordinate to the superintendent of schools and the associate superintendent. They shall derive their authority and receive assignments of duties from the superintendent of schools and the associate superintendent.
- b. The associate superintendent and the assistant superintendents shall be appointed upon the recommendation of the superintendent of schools with the approval of the Board of Education.

### **3.10 Duties of the Assistant Superintendents of Schools**

- a. The assistant superintendents shall be directly responsible to the superintendent and to the associate superintendent for the development of policies and programs of instruction and special services and for the organization, administration, and business management of the school system.
- b. They shall, respectively, have general charge of and be responsible for the administration and supervision of the departments to which they may be assigned. They shall cooperate and work in conjunction with other staff officers and shall be responsible for the supervisory service within their special departments.
- c. They are definitely classified as administrative as well as supervisory officials. They shall assist principals and other special officers in the administration of their respective school buildings and divisions.
- d. They shall see that all policies and regulations of the Board of Education are properly enforced within their respective departments.

### **3.11 Assistant Superintendent for Business Services (9/22/97)**

- a. The assistant superintendent of Business Services is responsible for the efficient supervision and effective administration of all matters pertaining to the development, operation, maintenance, and disposition of school properties.



- b. This responsibility includes the planning of new facilities, renovation/expansion of existing facilities, facility maintenance, and the purchase, storage and distribution of materials, supplies and equipment.
- c. This person assists the superintendent in the preparation of the budget and all annual reports related to the function of the department of Business Services.
- d. This individual is responsible for the supervision and overall direction, coordination and evaluation of Microfilm, Nutrition Services, PBX, Plant Operations and Maintenance, Purchasing, Schoolhouse Planning, Student Transportation Services, Supply, and Word Processing.
- e. The assistant superintendent of Business Services shall manage all business contracts and agreements with vendors, contractors and other individuals conducting business with the district.

**3.12 Assistant Superintendent for Curriculum and Learning (Revised 4/16/12)**

- a. The assistant superintendent of Curriculum and Learning is responsible for developing, overseeing, and managing the day-to-day operations of educational programs and services for the district.
- b. This individual is responsible for the overall direction, coordination, and evaluation of the department of Curriculum and Learning, which includes the divisions of Elementary Education, Secondary Education, Special Education and special programs.
- c. This person shall plan, develop, and implement functions related to curriculum, instruction, assessment and staff development.
- d. The assistant superintendent of Curriculum and Learning shall be responsible for the coordination of all programs and services which provide for the instruction of students who are in Special Education, Early Childhood, English as a Second Language and Title I programs and services and ensure compliance with special education regulations (state and federal).
- e. This individual shall develop, coordinate, and monitor the district school improvement process.

**3.13 Assistant Superintendent for General Administration (9/22/97)**

- a. The assistant superintendent for General Administration is responsible for the overall financial operations of the district, including development and maintenance of annual budget, revenue budget, long range financial projections and all financial reports.
- b. This individual has a central role in school district planning and analysis of current programs, support systems, and expenditures.
- c. This person is responsible for Information Management Services, which services both administration and instruction.

- d. The assistant superintendent of General Administration directs the work of the divisions of the Employee Assistance Program, Government Relations, Printing and Publications, Research, and Risk/Safety Management.

### **3.14 Assistant Superintendent for Human Resources (9/22/97)**

- a. The assistant superintendent for Human Resources is responsible for planning, coordinating, and supervising the operations of the Human Resources office.
- b. This individual is responsible for personnel functions including staffing, hiring, counseling, policy administration, and record-keeping for all certified and non-certified staff, payroll, and fringe benefits.
- c. This individual is responsible for the district's grievance procedure.
- d. The assistant superintendent for Human Resources is responsible for the management of the division of Staff Development.

### **3.15 Assistant Superintendent for Student and Community Services (9/22/97)**

- a. The assistant superintendent for Student and Community Services is responsible for the leadership, supervision, and coordination for support services affecting students.
- b. This individual is responsible for the supervision and overall direction, coordination, and evaluation of community services, public information, and student services.
- c. This individual is responsible for the coordination and supervision of all personnel within the department, budgeting, community agency outreach programs, student due process, media relations, guidance and counseling, health services, school psychologists, student information services, and career development.

### **3.16 Executive Director of Information Management Services (9/22/97)**

- a. The executive director of Information Management Systems assists in the education and support of schools and district departments in various data processing activities to include, but not limited to, student scheduling, reporting, systems development, programming services, connectivity, and instructional and administrative technology.
- b. This individual is responsible for all the coordination of all technical services, educational cable access, and distance learning.
- c. This individual is responsible for all data network, hardware, and software implementations.
- d. This individual is responsible for the supervision of all technology installation, maintenance, and training.

### **3.17 Executive Director of the Retirement System (8/7/06)**

The executive director of the Retirement System is responsible for the supervision, coordination, and monitoring of all Omaha School Employees' Retirement System functions

for all eligible employees. This individual is also responsible for the management of the retirement fund.

### **3.18 Directors of Divisions (9/22/97)**

- a. Within each of the departments, there shall be created divisions under the authority of directors, who shall rank immediately subordinate to the assistant superintendent of schools. Such positions shall be both administrative and supervisory in character. Directors shall function in their division in much the same manner as the assistant superintendents function in relationship to their departments.
- b. They shall have full charge of their respective divisions, subject to the general oversight and supervisory control of the superintendent of schools.

### **3.19 Coordinator (9/22/97)**

A coordinator is directly responsible to the assistant superintendent in charge of a department or to a director of a division, as the assistant superintendent chooses. The position is a combination of supervisory and administrative responsibilities. The coordinator has the same relationship to a director as a director has to the assistant superintendent. In all cases, a job description shall be adopted for the coordinator to define the scope of operation.

### **3.20 Department of Business Services (Revised 8/7/06)**

- a. The functions comprised in the Business Services of the schools shall include all matters pertaining to the development, operation, maintenance, and disposition of school properties, the purchase, storage, and distribution of materials, supplies, and equipment, together with the preparation of such reports and the handling of other such business matters as may be required in the management of the schools.
- b. The business department shall be regarded as a service department of the school system; the primary purpose of which is to facilitate the work of the Curriculum and Learning and Student and Community Services departments.
- c. The business function of the schools shall be organized under a unified plan, as a department of the school system, into the following divisions:

1. Division of Buildings & Grounds

The administrator of this division shall be responsible for the coordination of activities performed by the Divisions of Schoolhouse Planning, Plant Maintenance, Plant Operations and Environmental that are necessary to provide appropriate, attractive and functional instructional and administrative accommodations for students and staff, and adequate equipping of each space and facilities needed to support the proper maintenance and operations of Board of Education facilities and properties.

2. Division of Schoolhouse Planning

The administrator of this division shall have responsibility for planning, designing, remodeling, modifying of sites and facilities and equipping of school buildings, additions and offices and for maintaining building records for supplying data for studies

and surveys incidental to the continuous determination of building needs in order to provide an adequate school plant in all areas of the school district.

3. Division of Plant Operations

The administrator of this division shall have the responsibility for such activities as the cleaning, the care of heating, lighting, ventilating, and equipment and the operation and upkeep of the Board of Education facilities and grounds and other duties closely allied to provide a clean and safe environment for students and staff.

4. Division of Plant Maintenance

The administrator of this division shall be responsible for maintenance, repair, and upgrading actions to ensure the condition of the physical properties, building and equipment of the Board of Education is such that an environment conducive to student learning and employee activities is maintained.

5. Division of Environmental

The administrator of this division shall be responsible for the development and implementation of all programs governed by environmental regulations or directives and controlling the presence of substances that can or potentially can cause a negative affect on human health.

6. Division of Supplies

The administrator of this division shall be responsible for the storage and distribution of all supplies and equipment for classrooms, offices and the divisions of Plant Operations and Maintenance and Nutrition Services.

This division shall maintain an approved system of school accounting, inventories, and other financial data relative to the items purchased, stored, and distributed.

7. Division of Purchasing

This division shall be responsible for the purchase of all supplies and equipment for instructional and office spaces throughout the school district. Specifications for all items purchased shall be developed cooperatively with supervisors and directors of the various departments of the school system. Purchasing procedures are to be in accordance with those outlined in other sections of this manual.

8. Division of Nutrition Services

The administrator of Nutrition Services shall be responsible for the purchase, storage, and distribution of food supplies and equipment required in the operation of school cafeterias for the planning, preparing, and serving of meals, for the keeping of adequate financial records, and for the preparing of necessary financial and other reports with respect to the operation of all Nutrition Services. In the purchase, storage, and distribution of supplies, the division of Nutrition Services shall operate in accordance with the procedures and specifications prescribed by the assistant superintendent for Business Services. The administrator of Nutrition Services shall be

concerned with the in-service training of teachers in such matters as proper diet, the use of the school cafeterias by the students, and the general matters of health education as they pertain to the division of Nutrition Services.

9. Division of Student Transportation

The administrator of Student Transportation Services shall be responsible for the functions necessary to provide an adequate transportation service to all students in the School District of Omaha who are eligible for such service by legislative action, court order, or actions of the Board of Education. These may include, but are not limited to, curriculum enrichment activities, and other services which the board may authorize.

In the operation of all programs, the division of Student Transportation Services shall operate in accordance with the procedures and specifications prescribed by the Student Assignment Plan.

The head of this division shall be concerned with providing a system of transportation, whether operated by the district or by private contractor, that is both safe and conducive to the needs of students and which utilizes the most economical means possible to meet transportation requirements without sacrificing quality of service.

The division shall be operated in compliance with all school district, city, state, and federal requirements pertaining to driver and vehicle qualifications. All reports required by these agencies shall be initiated by this division and processed through the proper offices having jurisdiction.

10. Support Division of Microfilm and PBX

The administrative staff is responsible for district permanent record-keeping in Microfilm and PBX services for central offices.

**3.21 Department of Curriculum and Learning (Revised 4/16/12)**

The following divisions in the Curriculum and Learning department function under the supervision of the assistant superintendent for Curriculum and Learning.

a. Division of Elementary Education

1. The director of Elementary Education is responsible for the curriculum and instruction for early childhood through the elementary grades.
2. The director supervises, coordinates, and monitors the elementary supervisors. The supervisors coordinate and support all instructional efforts at the elementary level.
3. The director supervises, coordinates, and monitors the elementary Title I program.
4. The director is responsible for elementary textbook adoptions and elementary course offerings.
5. The director is responsible for budget development, and record-keeping.

6. The director supervises, coordinates and monitors all Early Childhood Programming.
  7. The director supervises, coordinates and monitors all elementary English as a Second Language programming.
- b. Division of Secondary Education
1. The director of Secondary Education is responsible for all curriculum and instruction for middle and high schools.
  2. The director supervises, coordinates, and monitors all secondary instructional supervisors and programs including Radio and Television Production.
  3. The director is responsible for secondary budget development, record-keeping, accreditation standards, textbook adoptions, and the secondary course catalog.
  4. The director supervises, coordinates, and monitors career and alternative education.
  5. The director supervises, coordinates and monitors all secondary English as a Second Language programming.
  6. The director supervises, coordinates, and monitors the Title I program in secondary schools.
- c. Division of Special Education
1. The director of Special Education is responsible for all special education curriculum and services for youth, birth through age twenty-one.
  2. The director supervises, coordinates, and monitors all special education supervisors and programs.
  3. The director is responsible for special education budget development, record-keeping, compliance to state and federal regulations, and student placement.
  4. The director supervises, coordinates, and monitors the Early Childhood Special Education program and the Early Intervention Project.
  5. The director of Special Education is the section 504/ADA compliance officer for the district.

### **3.22 Department of General Administration (Revised 7/6/11)**

The assistant superintendent for General Administration is responsible for overall financial operations of the district, including development and maintenance of annual budget, revenue budget, and long-range financial projections. The following segments of the department of General Administration function under the supervision of the assistant superintendent.

a. Accounting Office

1. Upon delegation by the secretary of the Board of Education, the accounting office, in conjunction with the office of the Board of Education staff, shall be responsible for the auditing functions of the district (79-584).
2. The administrative staff is responsible for the coordination and supervision of all accounting functions for the school district.
3. The staff is responsible for all financial monitoring, reporting, and auditing for district, state, and federal funds and programs.
4. The administrative staff is responsible for supervising, monitoring, and evaluating all accounting staff.
5. Annual financial report. On an annual basis, in accordance with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB), the financial records shall be converted to the accrual basis or modified accrual basis, dependent on GASB requirements for various fund types, of accounting for preparation of the financial statements for external audit purposes.
6. As defined by Governmental Accounting Standards Board Statement No. 54, the unassigned fund balance is equal to the amount of fund balance which is not classified as restricted, committed or assigned. The unassigned fund balance for the general fund shall be maintained at a level between 5% and 15% of the prior year's expenditures of the general fund per the audited financial statements. In any instance, unassigned fund balance shall be maintained at a level which is compliant with state statute 79-1027. The purpose of unassigned fund balance is to maintain sufficient cash flow, maintain investment grade bond ratings, offset revenue shortfalls and provide funds for unforeseen expenditures related to emergencies.

Fund balance calculations shall be made on an annual basis and reported in the Districts audited financial statements. Should the unassigned general fund balance as reported on the audited financial statements fall below the minimum 5% the district will budget to replenish the shortfall through reducing recurring expenditures or increasing revenues in next available budget cycle plans not to exceed three years. Should the unassigned general fund balance as reported on the audited financial statements fall above the maximum 15% for two consecutive years the district will consider such fund balance surplus for one-time expenditures that are nonrecurring in nature in the next available budget cycle plans. The unassigned fund balance may be expended below the minimum 5% for an extraordinary circumstance or nonrecurring emergency that the Omaha Public School District Board of Education authorizes. Administrative staff recommendations related to the fund balance shall occur throughout the budget development process. The annual fund balance plan is approved by the Board of Education with the annual approval of the school district budget.

b. Employee Assistance Program

The staff is responsible for providing counseling services and assistance for personal and professional issues for employees as needed.

c. Government Relations

1. This individual is responsible for representing, advocating, and coordinating all initiatives dealing with legislative and governmental affairs.
2. This person is the liaison between administrative staff and legislative and governmental bodies.

d. Information Management Services

1. This division of Connectivity Technology is responsible for the application of computers and technology in all district instructional and administrative programs.
2. The division of educational data is responsible for the various data processing activities to include, but not limited to, student scheduling, reporting, systems development, and programming services.
3. The division of media technology is responsible for instructional technology facilitation and assistance for the district.

e. Research

This division is responsible for the development and record-keeping of all statistical reports affecting finance, human resources, curriculum and learning, construction, population and such other reports, studies, and surveys as required.

f. Risk/Safety Management

1. This division is responsible for evaluating the current risk management and safety programs and claim handling procedures.
2. This division analyzes the district's exposure to loss of property, liability, auto, worker's compensation, lease, contractual requirements, and subcontractors.

g. Division of Compensation and Benefits

1. The administrative staff is responsible for all payroll and fringe benefit functions for all employees of the school district.
2. This division is responsible for all record-keeping, verification and ~~distribution~~ calculation of all employee payroll.
3. The administrative staff is responsible for the supervision, coordination, and evaluation of all Compensation and Benefits staff.

**3.23 Department of Human Resources (Revised 2/1/10)**

The following divisions in the Human Resources department function under the supervision of the assistant superintendent for Human Resources.



a. Division of Human Resources

1. The personnel administrators are responsible for all employment functions for all staff in the district including staffing, hiring, counseling, policy administration, and record-keeping for all certified and non-certified staff.
2. The personnel administrators are responsible for employee records, compliance with all state and federal regulations, and grievance procedures.

b. Employee Relations

Employee Relations advises supervisors and employees on the interpretation of division policies and procedures related to disciplinary action, grievance, equal employment opportunity, employee assistance, and the performance management system. Employee Relations is responsible for promoting a harmonious and positive work environment in which employees interact with each other in a manner that student achievement is not negatively impacted and conflicts are resolved in a calm, respectful manner at the lowest level of intervention.

To carry out its responsibilities Employee Relations will:

- Respond and investigate employee complaints.
- Conduct investigations related to unprofessional conduct or policy violations.
- Interpret guidelines for reinstatement from dismissal procedures, disciplinary action, petitions for contested case hearings, discrimination charges and state and federal lawsuits.
- Respond to supervisor's reports of unsatisfactory performance.

This area also acts as an advisor to employees and supervisors to resolve conflicts, promote effective working relationships, and provide employee counseling.

c. HR Systems Management

The HR Systems Management function is responsible for:

- Entering and maintaining data relative to applicants for positions within the District.
- Entering and maintaining data relative to employees from time of hire through separation.
- Auditing data entry to ensure appropriate attributes are in place to facilitate payroll, benefits and retirement processing.
- Facilitating annual rollover processing to update data as necessary.
- Keeping abreast of future technologies and process improvements.

d. Performance Management

The Performance Management function relates to the management of employee performance, i.e. planning, developing, monitoring, rating, and rewarding employee contributions. The Performance Management processes include:

- Alignment of the mission, the district's performance objectives and the interests of all stakeholders.

- Honest and accurate performance reporting with individual accountability for end-results.
- Competency evaluations which provide the basis for personal and professional development.

e. Records Management

The Records Management function is responsible for:

- Creation of personnel files on new and rehired employees.
- Organization and confidential storage methods for all current and former employee personnel files and information contained within them.
- Management of accessibility of personnel files and other relevant District documents through electronic and manual methods.
- Verification of employee information in response to requests from government assistance agencies, financial agencies and court systems.
- Process and monitor leave of absences for District employees.
- Coordinate and oversee completion of reports as requested by the Nebraska Department of Education.

f. Recruitment

The Recruitment function is responsible for attracting candidates locally, regionally, nationally and internationally to staff the District's academic programs. Based on current market research, the function designs and deploys short-term and long-term plans to generate sufficient interest to recruit, select, and hire classified and certificated staff.

- Plan and deploy annual and long-term recruitment strategies for both classified and certificated positions.
- Conduct market research on selecting employees for a high-quality academic institution; with areas of research including brand awareness, demand analysis for positions and salaries.
- Create innovative communications for targeted audiences that combines electronic, print, and alternative media
- Create memorable on-site and online experiences that engage prospective candidates throughout the application and hiring process.
- Manage the online application process and candidate screening tool.
- Coordination of recruitment activities.

g. Staffing

The staffing function is responsible for selection, placement and retention of staff in all divisions within the school district.

- Application management which includes screening of applicant's credentials.
- Interviewing candidates who meet criteria for specific positions.
- Articulating contractual agreement with the employee prior to hire.
- Working with administrators in determining position qualifications and placement of staff.

#### h. Division of Staff Development

1. This division is responsible for the training and development for all employees for the school district.
2. This division is responsible for the record-keeping of all professional growth and in-service training.
3. The administrative staff is responsible for the supervision, coordination, and evaluation of all staff development employees.

### **3.24 Department of Student and Community Services (2/21/07)**

The following divisions of the department of Student and Community Services function under the supervision of the assistant superintendent for Student and Community Services.

#### a. Student/Community Relations

1. The administrative staff is responsible for family and community programs and services; student programs and services; staff programs and services; and safe and drug free schools and communities.
2. The administrative staff is responsible for the supervision, coordination, and evaluation of Student/Community Relations staff.

#### b. Public Information Services

1. The administrative staff is responsible for publication, broadcasting, marketing, media contacts, and other projects specifically related to communications to all publics.
2. The administrative staff is responsible for the supervision, coordination, and evaluation of Public Information Services staff.

#### c. Student Services

1. The division of Guidance and Counseling is responsible for the overall guidance program K-12 in the district, the Early Awareness and Advanced Education program, and the Career Development program.
2. The division of Health Services is responsible for the supervision and coordination of all district and building health services.
3. The division of Student Services is responsible for the supervision and coordination of student due process, student placement and specialized enrollment (NE Option, transfers, home school or partial day enrollment), child abuse and neglect reporting, attendance monitoring, and alternative school assignments.
4. The division of Psychological Services is responsible for providing assessment, consultation and intervention services to students.

5. The division of Student Information Services is responsible for maintaining, archiving and providing student information through the Quality Assurance, Central Records Library and Release of Records teams.
6. The division of School Safety/Climate is responsible for District safety audits, crisis planning and safety training as well as any other program related to safe and secure learning environments in the schools. The administrative staff is responsible for program coordination of District Security Personnel, School Resource Officers and the Positive Action Centers.

### **3.26 Rules Governing Business Procedures of the School System (Revised 2/21/07)**

- a. With the exception of policies noted in Section 3.26 b and c, the purchase of supplies and services for the School District of Omaha will be accomplished in accordance with procedures established to promote competitive bidding and to comply with all requirements of statutes and/or governmental regulations. All proposed School District contracts and purchases that are in excess of \$50,000 will be presented to the Board of Education for approval, and the official purchase order shall constitute a valid contract.
- b. Except that in all cases when public funds are expended for the construction, remodeling, or repair of any school-owned building or for site improvements and such expenditures are contemplated to exceed \$40,000, the district must advertise for bids in the regular manner and accept or reject bids pursuant to Section 73-101, Nebraska Statutes (73-106).
- c. While it is the policy of the district to seek as much competition as possible in the purchasing of supplies and services, in the following instances competitive bidding procedures may be waived or modified:
  1. in case of an emergency when delay of a purchase could adversely affect the health, welfare, or safety of employees, students, or the general public.
  2. purchase of perishable goods and foodstuffs by the Nutrition Services division.
  3. items or services available from only one supplier such as copyright materials and textbooks.
  4. purchases of small items (under \$5,000 value), although multiple quotes will be solicited whenever practicable.
- d. Officers of the school system who collect or dispense money shall be bonded in such amounts as may be determined by the Board of Education or the assistant superintendent for General Administration.
- e. The board may permit the use of school buildings and the loan of school property to civic groups, subject to such policies and regulations as may be established by the Board of Education. Rental shall be charged and shall be payable to the Douglas County School District 001 in accordance with the rates set up by the business department (79-10,106). Such rentals shall be sufficient to meet the expenses of meetings, restore the property in the event of damage, and pay for extra operating help required.

- f. The Board of Education may borrow on registered notes up to 70 percent of the unexpended balance of any existing levy.
- g. The Board of Education is also authorized to borrow from the reserve and sinking funds of the school district by directing the treasurer to pay general fund obligations from such funds as provided by statute. Such payment of current fund obligations shall be recorded by the treasurer and repaid from the general fund, as provided by statute (77-2338).
- h. No real property shall be sold or leased by the school district unless such property has first been declared surplus by the administrative staff, with the approval of the Board of Education, at a regular meeting of the board. After such action is taken, such real estate shall be publicly advertised for sale. Such property shall not be sold by the Board of Education except at a regular meeting, and not then without an affirmative recorded vote of at least two-thirds of all the members of the board (79-10,115).

### **3.27 The Legal Advisory Service**

- a. The legal advisor or firm shall be elected for a term of from one to three years for such compensation as the Board of Education may determine from time to time.
- b. The firm shall advise the superintendent of schools and staff, as well as the Board of Education, on questions of law affecting the operation of the schools. The legal advisor, upon request, shall render opinions interpreting statutory law, policies and regulations of the state Department of Education, the School District of Omaha, and Educational Service Unit No. 19.
- c. The firm shall represent directly, or in conjunction with the city and county attorneys, the School District of Omaha in all litigations affecting the district. The legal advisor shall approve as to form and, upon request, shall prepare resolutions, contracts, and other legal instruments.

### **3.28 The Principalship**

- a. Each individual school or combination of schools, as may be authorized by the superintendent of schools, shall be under the direct administration and supervisory control of a principal and such necessary assistants as may be determined by the needs of the schools and with reference to the general policies of the school district.
- b. Principals and their assistants shall perform all duties pertaining to their positions under the immediate supervision of the superintendent of schools and designated assistants.

### **3.29 Duties of the Principal (Revised 4/16/12)**

- a. Within limits of the law, board regulations, and instructions from the superintendent and assistants, the principal shall be the administrative authority of assigned school. The principal is responsible for a thorough knowledge of all laws, regulations, and instructions governing the position. The principal shall coordinate all administrative and supervisory activities which occur in the building. The principal shall be responsible for the coordination of the work of supervisors, custodians, officials of the business department, health officers, and all others who work in relationship to the school and to the teachers. The principal shall be responsible for the administration of school policies in assigned school and for

making available to building staff a knowledge of such regulations as they are enacted by the Board of Education or formulated by the central administration. The principal shall keep superior officers fully advised as to the condition of the school. The principal is responsible for the detailed organization of the school, the assignment of duties of staff members within the school, and the administration of the instructional program.

- b. The principal shall be the instructional leader. This includes writing, implementing and monitoring the building school improvement plan to insure the highest level of proven best practices in the areas of curriculum, instruction and assessment.
- c. The principal shall handle all complaints from patrons or parents which affect the school, investigate the same, and refer to the central administration all cases which cannot be adjusted satisfactorily.
- d. The principal may not be absent from school without notifying the superintendent's office or without leaving someone in charge to assume responsibilities during absence.
- e. The principal is responsible for the efficiency of teachers and other staff members within the building and shall evaluate them in accordance with established procedures as may be defined by the central administration.
- f. The principal shall have the power to suspend students temporarily and make recommendations for reassignment, long-term suspension, or expulsion pursuant to Section 6.07. The principal may assign this duty to the assistant principal/s. In matters of attendance and suspension, the principal shall work closely with the student personnel assistants in order to enforce the requirements of the compulsory attendance laws (Section 6.07).
- g. The principal shall have immediate supervision of custodians in the discharge and scheduling of their duties and shall have the assistance of the custodians on the playgrounds, in the play rooms, in the halls at the time of the opening and closing of school, and whenever their services are required. However, custodians shall not be placed in charge of students since this is the prerogative of certified staff only, as implied in the certification laws.

### **3.30 Relationship Among Officers**

While it is the intent of the principles of school administration as defined functionally to carefully allocate, define, and place responsibilities among the various officers and departments of the school system, it is also the expressed purpose of these policies and regulations to facilitate cooperative arrangements, as well as designate the limits within which the offices or the various departments may operate. Each line of demarcation or authority provides the opportunity for cooperation, as well as the limitation and separation of duties. It is the purpose of these policies and regulations to emphasize this cooperative relationship, which shall exist among all officers and staff members of the Omaha school system.

### 3.31 Grievances and Complaints (Revised 01/21/09)

#### a. Grievances

Grievances are complaints by an employee covered by a contract with the Omaha Public Schools via a negotiated agreement (a "covered employee") that a term or condition of said contract has been violated by the school district. Grievances from covered employees shall be initiated in the following manner:

1. If the employee has a grievance, the employee shall, within twenty (20) working days of the incident or situation giving rise to the grievance, first discuss the matter with an immediate superior (at the building level the immediate superior is the principal) in an effort to resolve the problems informally. A representative of the association's staff may be invited by either party. If the subject of the grievance extends beyond the authority and jurisdiction of the immediate superior the employee may discuss the matter with the assistant superintendent for Human Resources or his/her designee, but shall do so within the same 20 day time-frame.

If the employee is not satisfied, the employee shall have the right to have an association representative's assistance in all further efforts to resolve the problem.

2. If the problem is not resolved through the aforesaid procedure, then within ten (10) working days following the discussion of the matter with the immediate superior or the assistant superintendent for Human Resources (or his/her designee), the aggrieved employee shall submit a formal grievance in writing to the principal or to the person to whom the aggrieved is directly responsible, explaining the precise nature of the alleged contract violation. The person to whom the grievance has been submitted shall have a reasonable period, not to exceed ten (10) working days, to render a decision and the reasons therefore in writing to both the aggrieved person and to the association.
3. If the aggrieved employee is not satisfied with the disposition of the grievance by the principal or the person to whom the aggrieved is directly responsible, the aggrieved employee may appeal to the superintendent of schools within ten (10) working days. Within ten (10) working days after the receipt of the written appeal, the superintendent or his/her designated representative/s shall provide a hearing with the aggrieved person.

The superintendent shall within ten (10) working days of the hearing render a decision and the reasons thereof in writing to the aggrieved person with copies to the association and to members of the Board of Education.

4. Should the aggrieved person so desire, the decision of the superintendent may be appealed to the Board of Education. Such a request should be sent to the Board of Education Director within twenty (20) working days of the receipt of the superintendent's decision in the matter. Such an appeal shall be in the form of a written request for a decision by the Board of Education and should contain all information and evidence the aggrieved person wishes the Board to consider. The Board of Education shall request all information and evidence the Superintendent wishes to submit in defense, which shall be submitted to the Board of Education within twenty (20) days of receipt of the request from the Board of Education Director. The Board of Education may choose to hold a hearing, which shall be heard by a

committee of the board which shall be called the Ad Hoc Grievance Hearing Committee (hereinafter "Ad Hoc Committee") to gather additional testimonial evidence, or may choose to render a written opinion based upon the evidence before it. The Board of Education shall notify the aggrieved person within thirty (30) working days of receipt of an appeal as to whether it will be holding a hearing via Ad Hoc Committee to obtain additional testimony.

If the Board elects to respond in writing to the appeal without a hearing of an Ad Hoc Committee, the decision of the Board of Education shall be provided within thirty (30) days of the notice provided to the aggrieved party concerning whether there will be a hearing on the appeal. If the Board elects to hold a hearing via Ad Hoc Committee, such hearing shall be held within thirty (30) days of the notice provided to the aggrieved party that the Board will hear evidence via an Ad Hoc Committee.

The Ad Hoc Committee members shall be selected according to the following procedures:

1. All board members may be present as fully participating members at any meeting of the Ad Hoc Committee. Accordingly, the Board of Education Director, shall notify all Board Members of each meeting of the Ad Hoc Committee.
2. No Board Member may participate in the hearing unless he/she is present prior to any information being presented to the Ad Hoc Committee by the aggrieved party or his/her representatives.
3. It shall be the responsibility of the Board of Education Director to obtain the presence of at least three Board Members for each meeting of the Ad Hoc Committee.
4. The date and time for Ad Hoc Committee meetings shall be arranged by the Board of Education Director, with the parties and the Board Members.

Each meeting of the Ad Hoc Committee shall be conducted by the President of the Board of Education if the President is present. In the absence of the president, the Vice President of the Board of Education shall conduct the meeting. In the absence of both the President and Vice President of the Board of Education, the Board of Education Director shall designate on a rotation basis another member of the Board of Education to act as chairperson. It shall be the responsibility of the chairperson to maintain appropriate order, announce the opening of the meeting, recognize and identify those persons present, and determine who may speak when.

The Board of Education Director shall attend all meetings and deliberations of the Board or of said Committee.

It shall be the duty of all Board Members to be impartial throughout the hearing before them.

Each meeting on an appeal shall be conducted according to the following procedures:

1. The chairperson shall open the meeting and announce that it will be conducted in accordance with the public meetings laws of Nebraska.



2. The chairperson shall then recognize and identify all those present.
3. The chairperson shall next determine whether the meeting should be conducted in executive session by giving the employee the opportunity to request a public hearing. If the employee requests a private hearing, then the Ad Hoc Committee shall go into executive session upon the motion of one member, the second of another and the affirmative vote of a majority of the members of the Ad Hoc Committee present on a roll call vote. Both the vote and the time of going into executive session shall be recorded by the Board of Education Director.
4. The chairperson shall then inform the parties about the function of the meeting, which is an opportunity to provide additional evidence to tell the Ad Hoc Committee in their own words why they think the decision of the Superintendent is erroneous. The chairperson shall inform the parties what evidence is already before it in written form which need not be repeated. The chairperson shall inform the parties that no new information shall be considered by the Ad Hoc Committee unless such information qualifies as new evidence, which is evidence not presented earlier that is necessary to avoid a substantial threat of unfairness, provided that it has been given to the Board of Education Director at least 24 hours prior to the hearing. The chairperson shall then determine whether or not there is any new information. The chairperson shall call upon the submitter of the new information to explain why it should be admitted. Following the explanation, the Ad Hoc Committee shall vote on whether to hear the new information. If a majority of the Ad Hoc Committee do not vote to hear the new information, it shall not be received and it shall not be mentioned by either party.
5. The chairperson shall next call upon the employee and/or his/her representatives to tell the Board why the Superintendent's decision is not correct, and to present any new information. The Superintendent and/or his/her representatives will be given an opportunity to ask questions and to cross-examine any witnesses. Board Members shall have the opportunity to ask questions upon the conclusion of the employee's presentation.
6. The chairperson shall next call upon the Superintendent and/or his/her representatives to tell the Board why the Superintendent's decision is correct, and to present any new information. The employee will be given an opportunity to ask questions and to cross-examine any witnesses. Board Members shall have the opportunity to ask questions upon the conclusion of the Superintendent's presentation.
7. Following completion of the presentation by both parties, the Board Members may ask questions about any matter in the record before the Ad Hoc Committee.
8. Following questions by Board Members, each party shall be given an opportunity to make a closing statement. The chairperson shall thereafter close the meeting and inform the parties that the Ad Hoc Committee will deliberate privately on the appeal, and inform the parties of its decision thereafter by personal delivery or certified or registered mail. The decision of the Ad Hoc Committee must be based on the record before it. There is no appeal to the Board of Education from a decision of the Ad Hoc Committee.

## b. Complaints

A complaint from an employee concerning terms and conditions of employment and/or actions by administration that are not grievances shall be governed by the following procedures:

1. **Certificated Employees:** Following a recommendation by administration for disciplinary action with regard to an employee's performance, if such recommendation is either suspension without pay and/or a recommendation that the certificated employee's contract be cancelled, terminated, amended, or not renewed employment be terminated (including but not limited to recommendation for cancellation or termination of an employee's teaching contract with the school district), certificated employees are provided certain methods by which to a request for a hearing before the Board of Education may be made. Such request procedures and such hearings rights and hearings shall be conducted pursuant to all statutory requirements.
2. **Non-certificated Employees:** Following a recommendation by administration for disciplinary action with regard to a non-certificated employee's employment, such employee may appeal this via the following procedures:

1. The employee shall, within twenty (20) working days of the disciplinary action, discuss the matter with an immediate superior (at the building level the immediate superior is the principal) in an effort to resolve the matter informally. If the subject of the concern extends beyond the authority and jurisdiction of the immediate superior the employee shall instead discuss the matter with the assistant superintendent for Human Resources or his/her designee, but shall do so within the same 20 day time-frame.

If the employee is not satisfied, the employee shall have the right to have an association representative's assistance in all further efforts to resolve the problem.

2. If the problem is not resolved through the aforesaid procedure, then within ten (10) working days following the discussion of the matter with the immediate superior or the assistant superintendent for Human Resources (or his/her designee), the employee shall submit a formal complaint in writing to the Superintendent and/or his representative/s.
3. Within ten (10) working days after the receipt of the written appeal, the Superintendent or his/her designated representative/s shall provide a hearing with the aggrieved person. The Superintendent shall within ten (10) working days of the hearing render a decision and the reasons thereof in writing to the aggrieved person with copies to the association and to members of the Board of Education.

- b. Complaints against any employee which arise from within the membership of the Board of Education shall be referred to the superintendent for decision. No such complaint shall be considered by the Board of Education itself.
- c. No complaint shall be considered by the Board of Education in any other manner.

### **3.32 Safety Provisions for Students and Staff**

It is the goal of the Board of Education, the administration and staff of the school district to promote through its policies and regulations, the highest possible standards of conduct and atmosphere for good instruction throughout the system. The board affirms its concern for all of its students and employees and agrees to strive continually to provide working conditions free of hazards which endanger their health, safety, or well being. The board pledges itself to use every practical and reasonable means at its disposal to protect its students and staff from harm.

#### **a. Employees**

Assistance and advice will be rendered to any employee physically assaulted in securing legal redress, law enforcement, and prosecution of complaints, or in defense against any charges arising out of any disciplinary action taken by an employee against any student in the school district, while acting in the discharge of duties, within the scope of employment and under the policies and regulations of the School District of Omaha.

#### **b. Students**

Guidelines relative to the protection and safety of students are included under the section of the *Policies and Regulations* which pertains to students (Section 6).

### **3.33 Employee Assistance Program (12/05/83)**

It shall be the policy of this school district to encourage staff to seek assistance for their personal problems which may affect job performance. The board shall make available to all staff the services of a comprehensive employee assistance program. Job security or promotional opportunities will not be jeopardized by requesting or receiving assistance for personal problems by use of the employee assistance program.

### **3.34 Use of Smoking Materials (Revised 2/1/10)**

Effective December 26, 1994, smoking shall be prohibited in all buildings, on all grounds, and in all vehicles owned or leased by the Omaha Public Schools.

The Omaha Public Schools is committed to providing a safe and healthy environment for our students and staff. In keeping with this philosophy, we maintain a drug, alcohol and tobacco-free work and living environment, and prohibit weapons or firearms anywhere on the premises. This policy also applies to any visitors on District property.

### **3.35 Substance Abuse (Drug Free Schools and Communities, Drug Free Workplace, Drug and Alcohol Testing) (Revised 9/22/97)**

The illegal use of drugs and/or alcohol is determined by the Omaha Public Schools to be one of the greatest potential threats to the educational process and to the community. It is determined to be the educational policy of the Omaha Public Schools to prohibit the use of alcohol and illegal drugs among the student population, and to effectively promote this educational policy, Omaha Public Schools' staff members serve as role models and support the Omaha Public Schools in this endeavor.

Alcohol or drug abuse by employees of the Omaha Public Schools, whether on or off the job, presents a variety of risks which are unacceptable.

- a. Risk of harm to students, who may be injured due to a lack of supervision or alertness on the part of Omaha Public Schools' employees.
- b. Risk of harm to co-workers, who similarly may be injured by accidents resulting from a lack of supervision or alertness on the part of Omaha Public Schools' employees.
- c. Risk that students will be improperly influenced by Omaha Public Schools' staff members who use or promote the use of illegal drugs or alcohol.
- d. Risk of harm to the Omaha Public Schools through low productivity, high absenteeism, or damage to the reputation of the Omaha Public Schools as a public educational institution.
- e. Risk of physical, mental, spiritual, and economic harm to the employee who is abusing drugs or alcohol.

For those reasons, Omaha Public Schools is committed to the prevention of alcohol or drug abuse by its employees. Compliance with this policy is mandatory.

#### **1. Drug Free Workplace**

##### **a) Prohibited Conduct On or Off-Duty**

The unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance by an Omaha Public Schools' employee is strictly prohibited at any time or place whether on or off duty.

##### **b) Notification of Conviction**

As a condition of employment, all employees must notify the assistant superintendent for Human Resources of any conviction for violating federal, state, or local criminal laws regarding controlled substances. Such notifications must be made within five days after such conviction.

## 2. Alcohol

### a) Use or Possession at Work

The use or possession of alcoholic beverages while on Omaha Public Schools' premises or at student/related activities is prohibited.

### b) Intoxication/Impairment

Appearing for work or performing any job duties or Omaha Public Schools' business while intoxicated or impaired by alcohol is prohibited.

## 3. Legal Drugs

The use of legal drugs (over-the-counter or prescription medications) in accordance with doctors' orders or manufacturers' recommendations is not prohibited. Excessive use or abuse of such drugs shall be considered use of illegal drugs under this policy. If use of legal drugs in accordance with doctors' orders or manufacturers' recommendations may impair the employee's ability to safely and effectively perform his/her job, the employee must so notify his/her supervisor so that any necessary arrangements to protect safety and productivity can be made. Failure to properly inform the supervisor or to cooperate in any necessary arrangements to protect safety and productivity will result in disciplinary action.

## 4. Discipline

As a condition of continued employment, all employees must abide by the terms of this Substance Abuse policy. Any employee violating this policy shall be subject to disciplinary action, up to and including discharge and referral to law enforcement authorities.

## 5. Drug and Alcohol Testing - Bus, Van, and Commercial Drivers

The federal Department of Transportation/federal Highway Administration mandates drug and alcohol testing for all drivers required to possess a commercial driver's license, including drivers of vehicles weighing over 26,001 pounds or designed to transport 16 or more passengers, such as school buses. The Omaha Public Schools is thus required by federal regulation to implement drug and alcohol testing of all school bus drivers and other employees driving commercial vehicles. The Omaha Public Schools, by its own authority, also requires the testing of those employees who drive vans designed for less than 16 passengers. All bus and van drivers hold the same safety sensitive positions in that they are all responsible for the safe transportation of students.

Individuals employed by the Omaha Public Schools as bus or van drivers hold great responsibility for student life. Students' lives depend upon the bus or van driver to be alert and physically fit at all times. A momentary lapse in judgment could result in tragedy. Therefore, the Omaha Public Schools will conduct pre-employment, reasonable suspicion, random, postaccident, and return-to-duty testing of all bus and van drivers, and all drivers required to have a commercial driver's license. All such drivers shall be required to submit to such testing.

## 6. Prohibited Conduct: Bus, Van, and Commercial Drivers

The federal Department of Transportation/federal Highway Administration has issued certain conduct rules for all drivers of vehicles with 16 or more passengers and commercial drivers. The Omaha Public Schools also applies these conduct rules to drivers of vans with less than 16 passengers. Thus, all drivers employed by the Omaha Public Schools required to have a commercial driver's license and all bus and van drivers must comply with the following:

- a) No driver shall use alcohol within four hours of reporting to work. Drivers should be aware, however, that alcohol consumed ten or more hours prior to work may result in a positive breath test.
- b) No driver shall possess alcohol (including medicine, food, or other products containing alcohol) while on duty.
- c) No driver shall use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- d) No driver shall report for duty or remain on duty when using any controlled substance, except when the use is pursuant to a licensed physician's prescription and the physician has advised the driver that the substance will not adversely affect the driver's ability to safely operate a motor vehicle. Any driver who has been prescribed a controlled substance which would impact his/her ability to drive shall immediately notify his/her supervisor and shall not drive while under the influence such substance.

## 7. Reasonable Suspicion Testing - All Employees

Omaha Public Schools may require any employee to be tested upon reasonable suspicion, for the use of controlled substances or alcohol in violation of this policy. Refusal to submit to the test or testing positive for drugs or alcohol will result in disciplinary action up to and including termination of employment.

## 8. Employee Assistance Program

The Omaha Public Schools maintains an employee assistance program to help employees with personal concerns. Any employee with a drug or alcohol problem is encouraged to contact an employee assistance counselor.

## 9. Rehabilitation

It is the policy of the Omaha Public Schools to provide current employees, in appropriate cases, the opportunity to take part in rehabilitation as an alternative to discharge. Such opportunity shall be granted at the sole discretion of the Omaha Public Schools based on the circumstances of each individual case. The treatment program shall be subject to approval by the Omaha Public Schools, but shall be the financial responsibility of the employee. Where appropriate, conditions of continuing employment may include a stated period of sobriety following discharge from treatment, continuation, and active participation in a recovery program, job

reassignment or restructuring, periodic chemical testing or professional evaluation, and probation.

#### 10. Training

All employees shall attend a drug-free awareness program, which shall provide information on:

- a) the dangers of drug abuse;
- b) the Substance Abuse policy of Omaha Public Schools;
- c) available rehabilitation and employee assistance programs; and
- d) the disciplinary penalties which may be imposed for violations of the Substance Abuse policy.

All supervisors shall receive training on identifying the signs of drug or alcohol abuse among employees.

#### 11. Notification of Employees

All employees shall receive a separate copy of this policy.

### **SECTION 4. APPOINTMENT, ASSIGNMENT, AND RETIREMENT OF EMPLOYEES**

#### **4.01 Appointment – All Employees and Contractors (Revised 4/16/12)**

- a. Election of all employees shall be by action of the Board of Education upon recommendation of the superintendent of schools without regard to race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status. Nominations for election shall be made by the superintendent, who shall review all information and recommendations bearing upon all applications. Such nomination and election of employees shall be subject to the provisions of the laws of the United States, the state of Nebraska as well as these policies and regulations.
- b. The superintendent may employ substitute teachers and other temporary employees as defined in these policies and regulations without election by the Board of Education where such emergency employment is necessary for the welfare of the schools or where the property of the school district may be seriously endangered.
- c. No employee shall recommend, cause, or supervise the employment of an immediate family member by the School District of Omaha without making a full written disclosure of the pertinent facts to the secretary of the Board of Education (49-1499.01). The disclosure shall be recorded with the pertinent contract information in the "Conflict of Interest" ledger (49-14, 103.02).
- d. It is the policy of Board of Education to comply with the provisions of the Immigration Reform and Control Act of 1986 and the employment verification laws of the State of Nebraska, as amended from time to time. All new or rehired employees, regardless of

employment status, will be required to complete the federal government's Form I-9 and to provide evidence of their eligibility for employment in the United States. Under Nebraska Revised Statute section 4-114, the school district is required to register with and use a federal program authorized to verify the work eligibility of all new employees and shall comply by using the E-Verify Program. These policies apply to all newly hired or rehired employees, regardless of nationality, citizenship, or employment status.

Under Nebraska Revised Statute section 4-114, the State of Nebraska requires all contractors and subcontractors of state agencies and political subdivisions to use an electronic verification system for new employees physically performing services within the State. Contractors who are individuals or sole proprietorships having no employees shall sign the attestation form required by the State. Every such contract with the school district shall contain a provision requiring the contractor to use a federal immigration verification system to determine work eligibility status or to complete the attestation form.

#### **4.02 Health Examination – All Employees (Revised 3/02/92)**

- a. Election to any position may be conditioned upon a health examination as prescribed by the superintendent of schools. Such an examination shall be at the candidate's expense and shall be required as a condition of employment only if such an examination is required of all candidates in the same job category. Such examination shall be performed only after a conditional offer has been extended and prior to the employee starting work. A candidate may be refused employment based on the health examination only if the results of such examination show that the employee suffers from an illness, disease, or injury which would prevent the employee from performing the essential functions of the job with or without reasonable accommodation.
- b. In any instance where the physical or mental condition of a current employee may affect his/her ability to perform essential functions of the job, the superintendent's office may require a complete health analysis as often as necessary. The superintendent's office will select the physician and the expense will be paid for by the Omaha Public Schools when such an analysis is required.
- c. The results of any health examination shall be kept confidential in a file separate from the employee's personnel file.

#### **4.03 Verification of Age, Experience, and Work Authorization (Revised 2/1/10)**

- a. All employees shall supply a birth certificate or other satisfactory evidence of age and previous experience at the time of employment and at such other times as may be required by the superintendent.
- b. It is the policy of the Board of Education to comply with the provisions of the Immigration Reform and Control Act of 1986 and the employment verification laws of the State of Nebraska, as amended from time to time. All new or rehired employees, regardless of employment status, will be required to complete the federal government's Form I-9 and to provide evidence of their eligibility for employment in the United States. Under Nebraska Revised Statute section 4-114, the school district is required to register with and use a federal program authorized to verify the work eligibility of all new employees and shall comply by using the E-Verify Program. These policies apply to all newly hired or rehired employees, regardless of nationality, citizenship, or employment status.



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#### **4.04 Teacher Appointments**

Applications for positions in the school system shall be in writing and on forms to be provided by the superintendent of schools. Unless excused by the superintendent, applicants shall appear in person for a conference and for such examination as the superintendent may prescribe. Candidates will be evaluated on information obtained from the application form, credentials, references, official transcripts, examinations, personal interviews, and such other requirements as the superintendent may deem necessary.

#### **4.05 Qualifications for Appointment as Teacher (Revised 11/01/82)**

To be eligible for an appointment as a teacher, the applicant shall satisfy the following requirements:

- a. The applicant shall have a bachelor's degree from an accredited or approved college or university, except as indicated in the paragraphs following:
  1. In lieu of this requirement in a technical or nonacademic field, an applicant for a teaching position may submit evidence of having met the requirements of the state of Nebraska and the federal government in regard to industrial or specialized experience, education, or credit.
  2. The superintendent of schools may recommend for election on the elementary level teachers who have a minimum of two years of college training and two years of experience. Such teachers shall meet all other qualifications required of regular teachers in the Omaha schools. Nondegree teachers may be elected annually on the probationary list for a five-year period, at the end of which time such teachers must have secured a bachelor's degree from an accredited or approved college or university. In the event of failure to comply with this requirement, teachers shall not advance on the salary schedule nor shall they attain tenure. Employment in the Omaha schools may be terminated upon the recommendation of the superintendent.
- b. The applicant shall have had two years of successful teaching experience, except in the case of probationary teachers, as provided for hereinafter. The superintendent of schools may waive the requirements of experience in cases of college graduates with degrees.
- c. Kindergarten teachers must have a familiarity with music and musical instruments. Competence in this area must be passed upon by the Office of the Superintendent of Schools.

- d. A teacher holding a valid certificate may be appointed as a probationary teacher for a period of three years. Three years of successive service is required for tenure status consideration.
- e. In the case of any teacher coming to the Omaha Public Schools on an exchange basis, requirements of these policies and regulations relative to appointment procedure and qualifications may be waived by the superintendent within the limitations of law and subject to approval by the Board of Education.
- f. A substitute teacher is one who has not been elected to a regular teaching position in the Omaha schools. There are two classes of substitute teachers – the temporary substitute who fills in for teachers temporarily absent and the permanent substitute who fills the vacancy for one semester or more. Appointment as a substitute teacher of either kind shall carry no assurance that any stipulated number of days of employment will be provided.
- g. Teachers who serve as resource consultants or assistants to supervisors may, with the approval of the superintendent of schools, be attached to the central office staff for a specified period of time, after which time such teachers may be returned to their classrooms or appointed to other positions for which they are qualified.
- h. It shall be the policy of the Board of Education and the management of the schools, in relation to any and all applicants for positions in the schools, to make qualifications and merit absolutely essential for appointment to a position and to make the successful performance of duty the only assurance of tenure of position.
- i. It is not desired by the Board of Education to have employees or applicants call on the individual members of the Board of Education to present or urge their claims or to have their friends do so.

Any applicant or employee who shall attempt to use any political, friendly, or social influence to further personal interests shall be looked upon unfavorably by the Board of Education, and such action shall be detrimental to the person involved.

#### **4.06 Administrative and Supervisory Appointments**

Appointments to the positions of principal, director, coordinator, supervisor, counselor, or other positions carrying administrative responsibilities shall be made by the Board of Education on recommendation of the superintendent of schools. Selection decisions are based upon a review of the applicant's professional preparation, background/experience, and human qualities.

#### **4.07 Qualification for Appointment to Administrative and Supervisory Positions**

In order to be eligible for an appointment to any administrative or supervisory position, the applicant shall satisfy the following requirements:

- a. The applicant shall have a master's degree from an accredited institution of higher learning with some graduate training in educational supervision and administration.

- b. The applicant shall present evidence of having had several years of outstanding teaching experience.
- c. The applicant shall, as the superintendent may require, earn a satisfactory grade or score on examinations covering the professional requirements for any administrative or supervisory position.

#### 4.08 Qualifications of Nurses

- a. A nurse, to be employed in the Omaha Public Schools, must be registered in the state of Nebraska and must be graduated from an accredited school of nursing.
- b. Applicants shall meet the health requirements of teachers and be physically able to perform assigned duties acceptably. A statement to this effect shall be required from the personal physician of the applicant on the examination form required by the superintendent of schools.

#### 4.09 Other Employees and Independent Contractors (Revised 2/1/10)

- a. Other employees must meet the health requirements set up for members of the teaching staff.
- b. Custodians shall meet the statutory license requirements and such other qualifications as may be determined by the superintendent of schools. Preference for employment will be given to applicants who have had some training in the maintenance of buildings and the operation of school heating systems.
- c. Employees appointed to fill temporary or part-time positions and independent contractors shall not be entitled to the benefits provided regular employees, regular teachers, or regular administrators, such as vacations, sick leave, or participation in the Omaha School Employees' Retirement System. **For purposes of the Retirement System, regular employees, regular teachers, and regular administrators do not include individuals present in the United States on a J visa exchange visitor nonimmigrant visa status, which is not sponsored by the District. Employees appointed to fill temporary or part-time positions may earn credit for Social Security, as provided by law.**

#### 4.10 Assignment and Transfer

- a. The district is committed to maintain and continue to annually monitor professional staff assignment, reassignment and transfer so that the average teaching experience and level of education of school faculties in elementary schools with disproportionately high enrollment of black students are comparable on average to the district-wide averages for elementary schools. For the purposes of this policy:
  - 1. "Teaching experience" means the total number of years of teaching both in and outside the District of regular elementary education teachers.
  - 2. "Level of education" means regular education teachers with provisional certifications or with valid Nebraska teaching certificates who have acquired Bachelor's degrees, or Master's degrees and higher.

3. "Disproportionately high enrollment of black students" means that black student enrollment in an elementary school as a percentage of total enrollment exceeds by 15% or more the percentage of black student enrollment in the District at the elementary level as a whole.
4. "Comparable" means within 2 years of the district-wide average for teaching experience at the elementary level; within 6 percentile points of the district-wide average percentile for teachers on a faculty at an elementary school for each of the following:
  - a. teachers with provisional certification, and
  - b. teachers with a Master's degree or higher.
- b. Each employee of the Board of Education shall be assigned to a specific position at the direction of the superintendent of schools and may be transferred to any other position as the superintendent may direct.
- c. Transfers may be made at the initiative of the superintendent or other administrative officers or at the request of the employee and for any purpose which, in the judgment of the superintendent, is for the best interests of the employee or the school system.
- d. All employees shall be notified of their assignments before public announcement has been made.

#### **4.11 Promotion**

- a. The superintendent shall establish and maintain procedures for discovery among employees of suitable candidates for promotion, for thorough study and appraisal of the qualifications of such persons, and for their training.
- b. A list of known and anticipated administrative and supervisory vacancies will be published by classification in the superintendent's bulletin or other official publications twice each year.
- c. Employees seeking advancement in the school system are encouraged to put their interest in writing and submit it to the Office of the Superintendent of Schools.

#### **4.12 Daily Absence of Employees (Revised 2/1/10)**

- a. An employee who finds it necessary to be absent from duty shall notify his/her designated immediate superior officer and the administrative office in advance of such absence, if possible.
- b. Unexcused Absence or suspension from duty of any employee shall result in loss of pay for the period of absence or suspension, except as otherwise provided by these policies and regulations.
- c. A substitute teacher may not be employed by a teacher to take over assigned duties, nor in any instance may a teacher make personal arrangements to pay a substitute.

- d. Employees who are called for jury duty or election duty are required to remit to the Douglas County School District 0001 any compensation (other than expenses) received for the hours the employee was excused from duty. If such compensation is not remitted to the Assistant–Superintendent for Human Resources, an identical amount will be deducted from the employee's salary.

Jury duty service typically consists of reporting every day or every other day until actually selected and impaneled for a jury. Employees shall report to work during all scheduled periods that the employee is not actually required to serve in the capacity of a juror.

#### **4.13 Saturday Absence**

In the case of employees who are required to work five and one-fourth days per week, Saturday shall be counted as half a day for all computations in connection with sick leave or other absence except in such cases where the sick leave has been exhausted, in which case the employee is off the payroll until he/she returns.

#### **4.14 Absence for Professional Purposes (Revised 10/04/93)**

See Section 1.37 Local Government Miscellaneous Expenditure Act.

#### **4.15 Bereavement Leave (Revised 2/1/10)**

(Individuals represented by collective bargaining agreements receive benefits in accordance with those agreements. Each employment shall refer to the negotiated agreement representing the employment division to determine the rule which applies to the classification of an immediate relative.)

- a. Bereavement Leave will be allowed so that any full-time employee may have four consecutive work days following the death of an immediate relative without loss of pay. Bereavement leave must begin no later than ten days following death of the immediate relative. Employees who are required to travel a minimum of 200 miles one way to attend the funeral of an immediate relative will be granted an additional day of leave. This rule applies only to an immediate relative, defined to be as follows: an employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home.
- b. For the purpose of attending the funeral of a relative, who does not meet the definition of an immediate relative an employee may be allowed a maximum of one day's absence without loss of pay. Employees who must travel a minimum of 200 miles one way to attend such funeral, will be granted an additional day of leave.
- c. Permanent substitute teachers on full-time assignment are entitled to the same bereavement leave as regular teachers.
- d. Part-time certificated staff with a .5 FTE status or more are eligible to receive two consecutive work days following the death of an immediate relative. The remaining requirements and benefits as described in 4.15a shall apply.

- e. Bereavement leave pursuant to this section will also be permitted for employees with minor children for the funeral of that child's parent or grandparent.
- f. Bereavement leave requests, not covered by the above policy, may be submitted in writing to the Assistant Superintendent of Human Resources for consideration.

#### **4.16 A. Emergency Leave (Revised 2/1/10)**

No employee will be granted both emergency/personal leave.

- 1. a. Emergency leave may be granted to a maximum of two days per year, one day per semester for first year employees, and will be authorized only in those instances involving special obligations or emergencies which cannot be scheduled on nonduty days or at a time other than during school hours. Also, emergency leave will be authorized only for those activities which cannot be performed by someone else or which are not permissible under other leave provisions. In cases where a leave for a full day is not necessary, an employee shall request and be granted a half day of leave.

Whenever possible, these activities shall be scheduled after 3:00 p.m.

Emergency leave may be granted in excess of two days, but when this is the case, loss of full pay will be required commencing with the third day of such leave.

Whenever possible, the approval of the Office of Human Resources must be secured before the absence occurs. Failure to comply with this rule may result in loss of pay.

Requests for emergency leave should be initiated in writing and submitted, by the employee directly, to the Office of Human Resources at least ten days prior to the anticipated date. Upon submitting the emergency leave request, the employee will provide the building principal/supervisor a copy of the emergency leave form. In extreme emergencies, oral requests may be honored on short notice, but a written request shall be submitted as soon thereafter as possible.

- b. Although it is impossible to list all of the instances that would not qualify for emergency leave, the following partial list may be helpful:
  - 1. Personal recreation activities
  - 2. To accompany spouse on business or vacation
  - 3. Routine medical or dental matters
  - 4. Ill health of distant relatives or friends
  - 5. College course requirements (i.e. field trips, etc.)
  - 6. Personal business (profit potential)
  - 7. Interviews and examinations not administered by a college or university for an advanced degree program

- c. Emergency leave may be granted for the following reasons:
1. Childhood diseases not requiring medical attention of a physician.
  2. Leave will be granted for an employee's wedding or a wedding of the parents, children, or brothers/sisters of an employee. Leave for this reason must begin no later than two working days before or following the actual wedding day.
  3. For legal arrangements which are related to the settlement of the estate of a relative.
  4. To comply with a court summons when it does not involve an instance where the employee has violated the law.
  5. To take a special examination administered by a university for an advanced degree program.
  6. To attend the funeral of a close friend.
  7. For family emergencies, such as surgery or serious illness requiring medical treatment in a hospital, medical clinic, or medical doctor's office. This rule applies only to immediate relatives where the presence of the employee is necessary (or the illness is of a very serious nature). Immediate relative shall be interpreted to include the employee's spouse, parents, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparents, grandparent-in-law, grandchild, aunt, uncle, niece and nephew, or any other individual who is a permanent resident in the employee's home or for whom the employee has specific responsibility.
  8. Leave will be granted for serious illness of immediate family members. Immediate family will include employee's spouse, children, or an immediate relative who is a permanent resident in the employee's home.
  9. When the illness/injury of the employee's child is of such severity as to require the medical attention of a physician and the parent's presence is necessary. (On the leave request, please state child's age and illness.)
  10. To be present at the time an employee's child is born and/or for the care of the employee's spouse upon release from the hospital.
  11. Absence of an employee resulting from mandatory pre-induction physical examination requested by the Selective Service System.
  12. For legal proceedings requiring the attendance of a parent/legal guardian.
  13. To attend the graduation, ordination, or similar ceremony of an immediate relative. Immediate relative shall be interpreted to include the employee's spouse, parents, child, mother-in-law, father-in-law, brothers, sisters, son-in-law, daughter-in-law, grandparent, grandparent, grandchild, aunt, uncle, niece and nephew or any other individual who is a permanent resident in the employee's home or for whom the employee has specific responsibility. Travel consecutive with the event will be allowed within the two-day emergency leave provision.

14. To close on a house which will be the primary residence of the employee, only if the closing cannot be scheduled outside normal duty hours.
15. For the transaction of personal business which cannot be arranged at a time other than school hours. (The employee's signature will certify that the personal business is not excluded in Paragraph b).

## **B. Personal Leave**

1. a. Personal leave may be granted to a maximum of two days per year, one day per semester for first year employees.

Whenever possible, activities shall be scheduled after 3:00 p.m.

Personal leave may be granted in excess of two days, but when this is the case, loss of full pay will be required commencing with the third day of such leave.

- b. Personal leave cannot be requested during the first five student contact days or the last ten contracted days or on days immediately preceding or following a district observed federal or school holiday and/or recess period except for the following reasons. (Personal leave requested for these days for one or more reasons listed below must be done in writing on the appropriate form.):

1. Childhood diseases not requiring medical attention of a physician.
2. A leave will be granted for an employee's wedding or a wedding of the parents, children, grandchildren, or brothers/sisters of an employee. A leave for this reason must begin no later than two working days before or following the actual wedding day.
3. For legal arrangements which are related to the settlement of the estate of a relative.
4. To comply with a court summons when it does not involve an instance where the employee has violated the law.
5. To take a special examination administered by a university for an advanced degree program.
6. To attend the funeral of a close friend.
7. For family emergencies such as surgery or serious illness requiring medical treatment in a hospital, medical clinic, or medical doctor's office. This rule applies only to immediate relatives where the presence of the employee is necessary (or the illness is of a very serious nature). Immediate relative shall be interpreted to include the employee's spouse, parent, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home for whom the employee has a specific responsibility.



8. For serious illness of immediate family members. Immediate family will include employee's spouse, child, parent, grandparent, or an immediate relative who is a permanent resident in the employee's home.
9. When the illness/injury of the employee's child is of such severity as to require medical attention of a physician and the parent's presence is necessary. (On the leave request, please state child's age and illness.)
10. To be present at the time an employee's child is born and/or for the care of the employee's spouse upon release from the hospital.
11. Absence of an employee resulting from mandatory preinduction physical examination requested by the Selective Service System.
12. For legal proceedings requiring the attendance of a parent/legal guardian.
13. To attend the graduation, ordination, or similar ceremony of an immediate relative. Immediate relative shall be interpreted to include the employee's spouse, parent, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home or for whom the employee has specific responsibility. Travel consecutive with the event will be allowed within the two-day personal leave provision.
14. To close on a home which will be the primary residence of the employee, only if the closing cannot be scheduled outside normal duty hours.

#### **4.17 Sick Leave (Revised 2/1/10)**

- a. All full-time employees of the school district shall be entitled to an annual sick leave allocation equal to one sick leave day per month of employment, with the total annual allocation being made available for use at the beginning of each fiscal year. Each school year, full-time ten month employees may earn up to ten sick leave days, and full-time twelve month employees may earn up to twelve sick leave days.

Eligible employees shall accumulate sick leave based on the following formula:

Number of contract days minus the number of paid vacation days multiplied by the ratio 90/190. Eligible employees whose contract days are less than 190 days, shall accumulate sick leave to a maximum of 90 days.

Up to ten days per year of the employee's accumulated sick leave may be used for the illness of an immediate family member as defined in policy 4.16.

- b. Any employee with accrued sick leave of at least 90 days on September 1, 1976, and each September 1 thereafter, shall be entitled, following the use of sick leave and subsequent to that use, to accumulate one sick day per month of employment, for those months remaining during the fiscal year to a maximum number of days as defined in Policy 4.17a. All employees with sick leave accumulation of less than 90 days on September 1, 1976, and each September 1 thereafter, shall have such leave credited to them in accordance with Policy 4.17a.

Any employee with maximum accrued sick leave will maintain the accrued days during the last year of employment prior to the retiring or taking early leaving incentive unless more than ten days of sick leave are used.

- c. Whenever a first year employee resigns within the first six months of employment, the employee is obligated to repay the amount of any sick leave benefit paid in excess of one day per month of actual employment.
- d. Any employee with accrued sick leave in excess of 90 days on September 1, 1973 shall retain all rights and privileges accorded to such accumulation provided, however, that a maximum as defined in Policy 4.17a shall be used in the calculation of pay for unused sick leave at retirement.
- e. Permanent substitute teachers on full-time assignment shall be entitled to the same sick leave privileges as other teaching personnel.
- f. Temporary employees employed on an hourly basis and part-time employees shall not be entitled to sick leave privileges.
- g. Except as authorized in Section 5.42, no sick leave benefits shall accrue as severance pay upon termination of services for any cause.
- h. Sick leave shall only be granted to employees for days when they are medically unable to work due to personal injury, illness, or pregnancy-related conditions. Such conditions shall be certified to the central office by principals or other authorized supervisory officers, who may require a physician's statement to support their certification. The superintendent of schools may designate a second physician to conduct an examination to confirm the opinion of the employee's physician.
- i. Sick leave benefits accrued during the regular school year may be used by teachers and paraprofessionals employed during the summer session on the following basis:
  - 1. A maximum of one sick leave day for five teaching days will be allowed.
  - 2. One day of sick leave constitutes either a full day or one-half day's reduction of accrued leave, based on a summer school assignment.
- j. The employee shall notify his/her immediate supervisor and the department of Human Resources when a condition requiring an extended period of absence becomes known. Conditions requiring such notice include planned surgery, pregnancy, or a major illness. The employee shall also furnish a letter from his/her physician confirming the condition and stating the physician's opinion as to the employee's physical or mental ability to continue employment, the date of scheduled surgery or expected delivery, and the date beyond which the employee should not continue working.
- k. Part-time certificated staff with a .5 FTE status or more are eligible to receive one-half sick leave benefits provided to full-time employees, cumulative to 45 full days.

#### 4.18 Leaves of Absence (Revised 12/20/10)

- a. Any full-time employee, may upon proper application to the superintendent of schools and approval of the Board of Education, be granted a leave of absence for health reasons, professional improvement, the completion of a student teaching requirement, or military duty. Such application should be submitted as soon as the reasons are known or a medical condition is diagnosed. Leaves of absence for professional development may be granted only to an employee who is a permanent certificated employee member and has served more than five consecutive years in the Omaha Public Schools at the time of application for the leave.
- b. Permanent certificated employees when granted leaves of absence, shall not be guaranteed immediate employment upon their return unless they return to duty on the first day of the school year or on the first day of the second semester of the school year, and notification of such return must be given to the superintendent in writing at least 30 days preceding the end of the semester prior to their return.
- c. An application for leave of absence for health reasons must be accompanied by a statement from the employee's physician. The employee shall notify his/her immediate supervisor and the department of Human Resources as soon as the health condition has been medically confirmed. The physician's statement shall confirm the condition, and indicate an opinion as to the employee's physical and mental ability to continue employment, the date of scheduled surgery or expected delivery, and the date beyond which the employee should not continue to work. The superintendent of schools may designate a second physician to conduct an examination to confirm the opinion of the employee's physician.
- d. A leave of absence shall be granted without pay for such period as the superintendent may determine, but not to exceed the school year in which the need for the leave exists and may be subject to renewal in the case of military duty or for a maximum of three continuous years for personal illness, provided the need continues. If the leave of absence commences during a fiscal year, the three-year period will begin at the start of the subsequent fiscal year. The actual starting time of a health leave will be at the discretion of the superintendent based upon the physician's statement, the ability of the employee to perform normal duties, the health and safety of the employee, and in the case of teachers, the continuity of instruction.
- e. Any regular employee who enters military service shall be promptly restored following honorable discharge to the employee's former position or a like position for which the employee is qualified. Such a reinstatement shall be subject to policies covering the assignment of employees as provided in the *Policies and Regulations of the School District of Omaha* in force at the time of reinstatement. This policy does not apply to employees whose cumulative military leave has exceeded five years during their employment with the School District of Omaha.
- f. An employee on leave of absence shall not receive credit toward advancement on the salary schedule during the period of leave nor shall such time count as years of service for the purpose of acquiring permanent tenure or credit toward retirement. An employee on leave for military service may receive credit, not to exceed three years, for time spent in military service toward advancement in salary or wages on the regular salary schedule. In time of peace, the person must have been drafted to receive such credit.

- g. A position for an employee shall no longer be held if the employee on leave of absence remains away from duty beyond the expiration date of approved leave or renewal of leave.
- h. After seven years of service in the Omaha Public Schools, a permanent certified employee, upon written application and the approval of the superintendent of schools and the Board of Education, may be granted a sabbatical for one year. Such a sabbatical must involve professional growth of the individual and be in the interest of improved education in the School District of Omaha. Half pay will be granted upon guarantee that the employee will return to the school system for at least two years of service at the end of such leave of absence. An employee on an approved sabbatical leave may continue to receive district provided life and health insurance benefits for the duration of the sabbatical leave. If a sufficient number of qualified applicants are available, it is recommended consideration be given to granting four of the six annual sabbatical leaves to classroom teachers.
- i. After ten creditable years of service and upon application to the superintendent, a year's leave of absence without pay may be granted to full-time employee for any reason. This leave may be extended for one year.
- j. Adoptive Leave – Upon application to the superintendent, use of sick leave shall be granted to one parent, not to exceed thirty working days, beginning on the day a child is released to the parent. The parent has the option to take a leave without pay for the balance of the school year in which the adoption is finalized. The adoptive parents must choose between the use of sick leave or the unpaid extended leave for the remainder of the school year. This decision must be made at the time the application is filed.
- k. Child Rearing Leave – Upon application to the superintendent, a leave without pay shall be granted to one parent for reasons of adoption, biological child birth, and/or the need to provide parental care for a child or children for an extended period of time subject to the following provisions:
  - 1. Leave will be granted for the total school year if the request is made prior to the opening of the school year. Requests must be made at least 30 days prior to the time teachers report for duty.
  - 2. Leave will be granted for the remainder of the school year if the request is made during the school year.
  - 3. Leave renewal for one additional year will be considered under individual extenuating circumstances which relate to the health or physical condition of the child. A supporting statement from a physician may be required.
- l. The president of the Omaha Education Association representing a majority of the certificated staff will have a certificated teacher-partner during his/her term of office. The Board of Education shall pay the association president during his/her term of office. The Omaha Education Association shall reimburse the Board of Education the cost of salary (up to and including seven years of experience) and fringe benefits of the certificated teacher-partner.
- m. An employee may take a leave of absence when elected as an officer or to the executive committee of a state or national professional association.

Leaves of absence granted under this section shall be treated in exactly the same manner as other official leaves in regard to right of reemployment, fringe benefits, etc.

A leave of absence granted pursuant to this section shall not exceed four years in length.

#### **4.19 Return From Leave (Revised 10/07/91)**

- a. An employee on a leave of absence shall not receive credit toward advancement on the salary schedule nor shall such time count as years of service for the purpose of acquiring continuing contract status, or sabbatical leave. At the employee's request, an employee on a leave of absence shall receive credit towards retirement as provided for in Section 79-990 of Nebraska state statutes. The employee will retain the number of accumulated sick days held prior to the effective date of the leave.
- b. Employees returning from leave of absence granted because they have been medically unable to work shall be required to have a health examination as requested by the superintendent of schools.
- c. Return from leave of absence prior to the stipulated expiration date thereof may be allowed by the superintendent of schools, subject to the limitations of these policies and regulations, whenever the need for such leave no longer exists. In the case of professional, certificated employees, the approval of the Board of Education shall be required for such termination.
- d. Upon return from a leave of absence, an employee shall be assigned to a position for which the person is qualified.

#### **4.20 Resignations (Revised 2/07/00)**

Resignations shall be in writing, directed to the superintendent of schools, and referred by the superintendent to the Board of Education with recommendation.

Written notice of intention to resign shall be given to the Board of Education by April 15, if possible. Except for emergencies, notice of at least 30 working days is required for certificated staff and 10 working days for classified staff. There shall be no penalty for release of the certificated staff member from his/her contract, provided that no resignation shall become effective until the close of the school year unless:

- a. the Board of Education accepts such resignation;
- b. a qualified replacement is available.

If a resignation is accepted by the board with an effective date prior to the end of the school year, the board shall fix the time at which the resignation is to take effect.

#### **4.21 Vacation (Revised 10/15/12)**

Vacation is a benefit of employment with the Omaha Public Schools which will be administered in keeping with the following policy. While employees are encouraged to utilize their vacation throughout the school year, vacation may only be taken at a time or at times approved by the

Superintendent. Employees may carry over unused vacation from one school year to the next. However, an employee may only have a maximum vacation balance of five (5) days greater than the employee's annual vacation eligibility.

Central office administrative staff, middle and high school principals and assistant principals, directors, coordinators, supervisors, and any other staff employed for twelve months (274 duty days) during the school year shall accrue vacation per pay period to the equivalent of 23 days annually, unless such employee has reached a maximum of 28 days of accrued vacation, in which case, the employee shall cease to accrue additional vacation until such time as the number of accrued days falls below twenty eight (28) days.

All regular full time twelve-month (261 duty days) employees shall, accrue vacation per pay period to the equivalent of 10 days annually, unless such employee has reached a maximum of 15 days of accrued vacation in which case, the employee shall cease to accrue additional vacation until such time as the number of accrued days falls below fifteen (15) days.

All regular full time twelve-month (261 duty days) employees who have completed five years of employment shall accrue vacation per pay period to the equivalent of 15 days annually, unless such employee has reached a maximum of 20 days of accrued vacation in which case, the employee shall cease to accrue additional vacation until such time as the number of accrued days falls below twenty (20) days.

All regular full-time twelve-month (261 duty days) employees shall earn an additional vacation day for each year of service between 16 and 19. These employees shall accrue vacation such employee's maximum accrual shall increase by one vacation day for years 16-19 of employment as well.

All regular full-time twelve-month (261 duty days) employees who have completed twenty years of employment, shall accrue vacation per pay period to the equivalent 20 days annually, unless such employee has reached a maximum of 25 days of accrued vacation in which case, the employee shall cease to accrue additional vacation until such time as the number of accrued days falls below twenty-five (25) days.

Vacation days shall accrue per pay period at a rate using the employee's entitled annual allotment divided by the number of pay periods employees are paid within the contract year (either 12 or 24). The accrued amount will be rounded up to the next half day value. Once an employee has accrued the total number of vacation days allotted for the year, pay period accrual will cease until the next contract year.

Any regular full time employee may request, and the Superintendent may grant, up to one week advance vacation in the current school year. Such advancement shall be conditional upon the employee authorizing the Omaha Public Schools to withhold the advanced amount from the employee's final paycheck in the event employment is terminated for any reason prior to worked sufficient duty hours to accrue the advanced vacation allotment.

In order for a year of employment to count as one of the first five years of continuous employment, the employee must be on duty the minimum number of days which qualify for a creditable year as defined in Section 5.03c.

Any full-time twelve month employee (274 or 261 duty day) who is on a Board approved leave of absence shall not be eligible for vacation benefits until his/her return to work has been approved by the Board.

Any ten-month full-time, part-time, temporary or seasonal employee shall not be entitled to vacation benefits.

Full-time twelve-month certified employee who use vacation time to attend summer school, may be granted permission by the Superintendent to be absent from his/her assigned position beyond the vacation period without loss of pay for as many days as may be required to complete the summer school. This permission is granted upon condition that the employee return to service in the school district for a period of at least one year after vacation time for which professional study has been extended. In the event that the employee leaves employment for any reason prior to the completion of the school year, the employee shall repay the school district for any wages and expenses paid by the district for the employee to attend summer school beyond vacation.

Full-time twelve-month employees may be granted an unpaid leave of absence not to exceed one month beyond accrued vacation time, if approved by the Superintendent, for traveling or teaching elsewhere.

The term "school year" as used in these policies shall mean August 1 through July 31.

#### **4.22 Periods of Service**

- a. All supervisory and administrative personnel employed on a twelve-month basis shall be on duty five days per week, Monday through Friday, from 8:00 a.m. to 5:00 p.m. In addition, such employees shall work Saturday mornings throughout the work year in accordance with the seasonal responsibilities and needs of their offices, as determined by them or at the discretion of the superintendent.
- b. Directors, coordinators, and supervisors may be employed for ten, eleven or twelve calendar months. Such employees shall be on duty five or five and one-half days per week, as may be determined by the superintendent of schools.
- c. The teachers' school year or period of duty is defined as 190 teaching days, exclusive of all vacations, but inclusive of the days required for institutes and in-service training.
- d. Nurses shall follow the same calendar of duty days per year as the classroom teacher.
- e. Elementary school principals shall be required to remain on duty ten calendar months inclusive of vacations. A principal shall use such additional time as may be necessary to perform necessary duties in connection with the opening and closing of school before and after vacations and in connection with other duties which may be required by the superintendent of schools. Elementary principals shall be on duty five days per week, Monday through Friday, 8:00 a.m. to 5:00 p.m.
- f. Clerical and secretarial employees may be employed for ten or twelve calendar months, as may be determined by the Office of the Superintendent of Schools.

- g. All custodial personnel may be employed for ten or twelve calendar months a year, as may be determined by the Office of the Superintendent of Schools.

#### **4.23 Duty Hours of Employees** (Revised 7/07/99)

- a. As a general rule, teachers shall report for duty in their respective classrooms a minimum of 30 minutes before classes begin in the morning, and 20 minutes before the opening of the afternoon session where school is dismissed for the noon recess. Teachers shall remain in the building no less than one-half hour after the official closing time of their respective schools exclusive of the planning period. Upon approval of the superintendent, the reporting for duty and dismissal times may be adjusted if justifiable circumstances exist. Teachers who are on extended day schedules shall have their duty hours adjusted accordingly. Teachers' meetings, committee meetings, department meetings, and extra-duty assignments take precedence over nonschool appointments/activities.

The regular elementary day may begin and end at different times from school to school, but shall not exceed 450 minutes in length for elementary teachers.

The regular middle level day may begin and end at different times from school to school, but shall not exceed 455 minutes in length for middle level/ninth grade center teachers and 485 minutes in length for counselors.

The regular high school day may begin and end at different times from school to school, but shall not exceed 470 minutes in length for high school teachers; 495 minutes in length for department chairpersons and counselors and 510 minutes in length for guidance directors and curriculum specialists.

The school day for alternative schools for secondary students may begin and end at different times from school to school, but shall not exceed 470 minutes in length for teachers; 495 minutes in length for counselors; and 510 minutes in length for lead teachers.

Each teacher shall be provided with an uninterrupted lunch period of not less than 30 minutes each school day, and no teacher shall be assigned teaching, supervisory, or other duties during such lunch period (79-8,107).

Preparation/conference/planning time shall be used for the purpose of preparation, grading papers, contacting parents, planning, or other aspects connected with the instructional duties of the classroom teacher - art, library science, physical education, instrumental and vocal music specialist.

Elementary classroom teachers - art, library science, physical education, instrumental and vocal music specialists shall have a minimum of 350 minutes, during student contact time, of preparation/conference/planning time during a two-week instructional period for the 1992-93 school year and a minimum of 400 minutes for the 1993-94 school year.

New teachers with the Omaha Public Schools have the responsibility of working with specialists to become knowledgeable of the sequence of skills and proper teaching techniques within the areas of art, library science, music and physical education during their first year. At the discretion of the principal, the teachers may be released from this obligation prior to the end of the school year.



Should discipline problems arise, elementary classroom teachers are to remain in the classroom until the situation has been resolved.

- b. The duty hours of all custodial employees shall be fixed by the assistant superintendent for Business Services as the operation and maintenance of the school may indicate.
- c. Employees of the maintenance department and the warehouse division shall report for duty at their assigned jobs not later than 8:00 a.m. and shall remain on duty until 4:30 p.m., including the lunch period.
- d. All classifications of maintenance and operations employees have a duty week of 40 hours as determined by the assistant superintendent for Business Services. Each head custodian engineer shall be responsible for checking assigned building as needed throughout the weekend and during vacation periods. Such time will be compensated for in accordance with the Fair Labor Standards Act. Other custodial staff may be called to duty during periods of emergency conditions.
- e. Hours of other noncertificated employees shall be determined by the superintendent of schools, except that 40 hours per week exclusive of the lunch period shall be standard. All employees shall have 30 minutes for lunch, a period which may not be shortened without the permission of the superintendent of schools. Such employees will not be required to report for duty on Saturdays, except in case of emergency, as may be defined by their immediate supervisory officer.

#### **4.24 Absence From Buildings**

Employees may not be absent from their respective school buildings during duty hours, except by permission from the principal or during vacation periods, if on duty, except by permission from the central administrative office.

#### **4.25 Absence From Meetings**

Employees of all classes shall not be absent from any meetings called by the superintendent of schools unless excused by the superintendent.

#### **4.26 Employees' Retirement Laws (Revised 2/1/10)**

- a. The retirement system of the School District of Omaha as amended in 1969 is governed by the statutes of Nebraska, Section 79-978 to 79,116, inclusive.
- b. All employees who were members of the retirement system which was in existence prior to 1951 and in existence from 1951 to 1963 are members of the 1963 amended system with the rights of the previous system being protected.
- c. The complete Omaha retirement program is comprised of the following retirement systems: Omaha School Employees' Retirement System, Nebraska State School Retirement System (service annuity only), and federal Social Security.
- d. In lieu of quoting verbatim the law regarding the employees' retirement plan referred to in Section 4.26, Paragraph "a" of these policies and regulations, attention is called to Section

79-978 through 799,116 *Revised Statutes of Nebraska, Reissue 1971 and Supplement 1972.*

- e. As provided by Section 4-108, Revised Statutes of Nebraska, no employee of the District shall participate in any retirement system or plan of the District unless the employee is a United States citizen or a qualified alien as provided by the Immigration and Nationality Act of the United States Code and lawfully present in the United States. Section 79-978, Revised Statutes of Nebraska, defines the term "employee" to include: 1) regular teachers and administrators employed on a written contract basis, and 2) other regular employees hired upon a full-time basis of not less than thirty hours per week.

#### **4.27 Administrative Procedures**

The procedures followed in administering the Omaha School Employees' Retirement System are the adopted interpretations of the statutes and are detailed in a brochure published by the retirement system and presented to each employee.

#### **4.28 Salary Deduction (Revised 2/1/10)**

- a. Mandatory

All deductions required by law will be made from the salary or wages of each employee. At the present time, the following mandatory deductions are made:

Federal income tax withholding, state income tax withholding, Social Security and Medicare tax withholding, and retirement plan contributions for participating employees.

- b. Voluntary

- 1. All employees

Any employee may, upon direct authorization by such employee accepted by the school district, request deduction for tax-sheltered annuities, health insurance, supplemental term life insurance, group long-term insurance, credit union, U.S. savings bonds, and United Way.

- 2. Teachers and Administrators

In accord with Nebraska revised statutes (79-872 & 79-873), upon request of any teacher or administrator, a deduction in the amount specified by the teacher or administrator shall be withheld each pay period from his/her wages and paid over to the professional or labor organization to which he/she belongs. This deduction shall continue each pay period until the teacher or administrator revokes his/her request in writing.

- 3. Employees Other Than Teacher or Administrators

A single salary deduction as agreed to by the school district shall be made upon the authorization of any employee, other than a teacher or administrator, through an association or organization which is the recognized employment relations representative of such employee. The amount specified in the authorization shall

be withheld each pay period from the employee's wages and paid over to the labor organization to which the employee belongs. This deduction shall continue each pay period until the employee revokes his/her request in writing.

#### **4.29 Tenure of Teachers and Nurses (Revised 5/20/13)**

- a. The tenure of teachers and nurses is governed by the tenure laws of Nebraska, Sections 79-824 - 79-842.
- b. The formal due process hearing provided for in Section 79-832 of the tenure law shall be held in accord with the following procedures:
  1. Notification to the certificated employee, in writing, at least five calendar days prior to the hearing of the grounds alleged for action, cancellation, or termination of the teacher's contract.
  2. Upon request of the certificated employee, a notification, at least five calendar days prior to the hearing, of the names of any witnesses who will be called to testify against the certificated employee, the nature of their testimony, and an opportunity to examine any documents that will be presented at the hearing.
  3. The right to be represented.
  4. An opportunity to cross-examine all witnesses and to examine all documents and to present evidence material to the issues at the hearing.
  5. Notification to the certificated employee in writing of the Board of Education's decision and the reasons for that decision.
- c. The informal hearing provided for in Section 79-834 of the tenure law shall be held in accord with the following procedures:
  1. Upon request of the certificated employee, notification in writing at least five calendar days before the hearing of the employment related reasons for nonrenewal or amendment. These reasons must be sufficiently specific to provide the employee the opportunity to prepare a response.
  2. The certificated employee may be represented by someone qualified to speak on the employee's behalf.
  3. The hearing shall be held in closed session at the request of the certificated employee and upon an affirmative vote of the majority of the board members present and voting.
  4. The administration shall explain its position and present whatever relevant information the administration chooses.
  5. When the administration is finished presenting its information, the certificated employee shall explain his/her position regarding continued employment and present whatever relevant information the employee chooses.

6. The administration may present information replying to the certificated employee's presentation.
  7. The Board of Education reserves the right to determine whether information proposed for presentation is relevant and the right not to listen to irrelevant information.
  8. The certificated employee shall have the opportunity to ask those presenting information on behalf of the administration questions. Likewise, the administration shall have the opportunity to ask questions of those presenting information on behalf of the certificated employee. Following questions by the certificated employee and the administration, board members may ask questions also.
  9. Following the presentation of information, the board shall deliberate on the matter privately. Formal action concerning nonrenewal or amendment shall be taken, however, in open session.
- d. The informal hearing provided for in Subsection 4.29d shall be held before at least three members of the Board of Education and the following additional procedures shall be used:
1. All board members shall be notified by the director at least five calendar days in advance of the informal hearing.
  2. All board members are eligible to participate in the hearing, unless otherwise disqualified.
  3. No board member may participate in the hearing unless he/she is present before the administration begins presenting whatever information it wants to the Board of Education to consider.
  4. The majority opinion of the board members present constitutes a recommendation to the Board of Education and is not a formal decision regarding nonrenewal, regardless of how many board members are present at the hearing.
  5. The Board of Education shall make the final determination at a separate regular or special meeting without an additional hearing. The contract of the probationary certificated employee shall be renewed unless a majority of all board members vote not to renew the contract. The formal action of the board shall be in open session.
  6. A tie vote at the hearing means that the matter is presented to the Board of Education without recommendation. In the event of a tie vote, one board member (appointed by the president) representing each side of the issue being voted upon will be given the opportunity to explain his/her position on the matter at the board meeting. In instances where a committee is divided but reaches a majority opinion, one board member (appointed by the president) will be given the opportunity to explain to the total board the minority position. Any such discussion shall be held in executive session unless the probationary certificated employee expressly requests otherwise.
  7. Any hearing on the nonrenewal of the contract of the superintendent shall be before the Board of Education. The contract of the superintendent shall be renewed unless a majority of all board members vote not to renew the contract.

#### **4.30 Tenure of Administrative and Supervisory Personnel (Revised 4/16/79)**

In accordance with the statutes, certificated employees of the Omaha Public Schools are guaranteed tenure as teachers only. There is no tenure in leadership positions (79-839).

#### **4.31 Certificated Staff Reduction (Revised 12/20/10)**

- a. For purposes of this section certificated staff means and includes all teachers and administrators as defined in Section 79824 of the Nebraska statutes.
- b. Employee evaluation shall be included as a criterion to be used for reduction in force. Specific criteria shall be those criteria described for the appraisal process in Board Policy 4.34 Purposes of Staff Appraisal.
- c. Determination of Sequence of Reduction in Force
  1. In the event that reduction in certificated staff is found to be necessary, the District shall consider reduction by program and/or curricular area. The reduction shall be accomplished in the sequence outlined below:
    - a) Temporary and part-time certificated employees.
    - b) Probationary certificated employees hired to fill vacancies which occurred after the beginning of the school year previous to the one in which the reduction in force takes effect.
    - c) Probationary certificated employees with emergency or provisional certification, in the program where the reduction will occur.
    - d) Probationary certificated employees (other than those specified in (b) or (c) in the program where the reduction will occur).
    - e) Probationary certificated employees in other programs whose positions are taken by a permanent certificated employee who is exercising his/her rights under Section 4.31, subsection c. 2a of this section and who otherwise would have been terminated in the reduction in force.
    - f) Permanent certificated employees in the program where the reduction will occur.
  2. No permanent certificated employee will be terminated while a probationary certificated employee is retained to render a service in any program of the Omaha Public Schools which the permanent certificated employee is qualified to perform by reason of certification and endorsement or, where certification is not applicable, by reason of college credits in a particular teaching area, provided:
    - a) The permanent certificated employee accepts reassignment to the position of service previously held or performed by the probationary certificated employee.
    - b) If the length of continuous Omaha Public Schools' service is identical for two or more certificated employees and the reduction in force does not require that all these certificated employees lose their employment, the order within this group

shall be determined by a random number selection process. Designation of the program where reductions are needed and of employees in the program will be made by the superintendent.

- c) Any certificated employee whose contract is terminated because of reduction in force shall be given the rights conferred by Section 79-848 of the Nebraska statutes and shall, upon request, be provided with the letter specified in that section. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the school to any position for which he/she is qualified by endorsement or college preparation to teach. The employee shall, upon re-employment, retain any benefits that accrued to said employee prior to termination, but such leave of absence shall not be considered as a year of employment by the district.

Any employee under contract to another educational institution may waive recall, but such waiver shall not deprive the employee of his/her rights to subsequent recall.

- d) Before a reduction in force occurs, the school board or board of education and the school district administration shall present competent evidence demonstrating that a change in circumstances has occurred necessitating a reduction in force. Any alleged change in circumstances must be specifically related to the teacher or teachers to be reduced in force, and the board, based upon evidence produced at the hearing required by sections 79-824 to 79-842, shall be required to specifically find that there are no other vacancies on the staff for which the employee to be reduced is qualified by endorsement or professional training to perform.

#### **4.32 Publishing Teaching/Administrative Vacancies** (Revised 2/1/10)

Beginning on the Friday following April 15 until the first Friday in June, a list of teaching vacancies by school will be sent to the schools weekly for posting purposes. The vacancy list will be made public and available to teachers during the months of June and July. Known and anticipated administrative and supervisory vacancies will be published by classification in official publications each year.

#### **4.33 Educational Paraprofessional Responsibilities** (Revised 10/19/92)

Employees serving as educational paraprofessionals may not assume any teaching responsibilities. Aides may be assigned duties which are nonteaching in nature in those areas where the aide has been specifically prepared for such duties, including the handling of emergency situations which might arise in the course of fulfilling assigned duties (79-802).

#### **4.34 Purposes of Staff Appraisal (Revised 2/1/10)**

The Board of Education is interested in selecting, developing and retaining the finest staff available for its young people. To that end, it shall be the purpose of the Omaha Public Schools to develop staff who function at their full potential and are able to improve the performance, both social and academic, of each individual student. The appraisal process shall be as described in the Framework For Effective Teaching.

#### **4.35 Leaves of Absence Covered by the Family and Medical Leave Act of 1993 (Revised 9/22/97)**

##### **a. Eligibility for FMLA Leave**

Any employee with 12 months or more of service who worked 1,250 hours or more in the immediately preceding 12 months is eligible for a Family and Medical Leave Act (FMLA) leave for any of the following four purposes:

1. for the birth of a child and to care for a newborn child during the first twelve months after birth,
2. for placement with the employee of a child for adoption or foster care during the first twelve months after placement,
3. to care for the employee's spouse, child or parent with a serious health condition, or
4. because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

##### **b. Length of FMLA Leave**

An employee's cumulative absences under this policy may not exceed 12 weeks in any 12-month period. The 12-month period shall be measured backward from the date the employee uses FMLA leave. If the employee's spouse also works for the Omaha Public Schools, their combined FMLA leave for any purpose other than their own serious health condition or that of a child or spouse shall be limited to 12 weeks in the 12-month period.

##### **c. Intermittent or Reduced Schedule FMLA Leave**

FMLA leave may be taken on an intermittent or reduced schedule basis only when the leave is medically necessary for an employee's own serious health condition or to care for the employee's spouse, child or parent with a serious health condition.

##### **d. Pay Status of an Employee on FMLA Leave**

FMLA leave is unpaid leave. If a paid leave pursuant to the policies and regulations of the Omaha Public Schools is also available to the employee, the employee may choose whether to take such a paid leave or unpaid FMLA leave. If the employee chooses to take such a paid leave, the time taken off from work on the paid leave does not count as FMLA leave for determining how much FMLA leave the employee has used during the 12-month period. Use of unpaid FMLA leave does not reduce the paid leave otherwise available to the employee under the policies and regulations of the Omaha Public Schools.

e. Transfer to an Alternative Position (All Employees)

If an employee (whether instructional or non instructional) requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the department of Human Resources may require the employee to transfer to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Any such alternative position must have equivalent pay and benefits. The employee may also be transferred to a part-time job with the same hourly rate of pay and benefits, provided the employee is not required to take more leave than is medically necessary.

f. Transfer to an Alternative Position (Instructional Employees)

If an instructional employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the department of Human Resources may require the employee to choose either to:

1. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment or
2. Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

g. Return From FMLA Leave (All Employees)

Upon return to work, the employee will be restored to the employee's prior position, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless the employment would have ended even if the employee had not been on leave.

h. Return From FMLA Leave (Instructional Employees)

If an instructional employee requests FMLA leave and intends to return to work during the last three weeks of the semester, the department of Human Resources may require the employee to continue taking leave to the end of the semester as provided for in the FMLA regulations.

i. Notice of Intent to Take FMLA Leave

An employee requesting an FMLA leave must, as soon as practicable, notify the department of Human Resources of such request, in writing on forms available from the department. If the need for the FMLA leave is foreseeable, the employee must provide written notice at least 30 days in advance of the beginning of the leave.



j. Employee Duty Not to Unduly Disrupt School Operations

When planning medical treatment, the employee should consult with his/her immediate supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Omaha Public Schools.

k. Medical Certification of Need for FMLA Leave

An employee requesting FMLA leave due to the serious health condition of the employee, or the employee's spouse, child or parent, must provide to the department of Human Resources on forms available from the department, medical certification from a health care provider selected by the employee. The department of Human Resources may require additional medical certification at the expense of the Omaha Public Schools as provided for in the FMLA if it has reason to doubt the medical certification provided by the employee. If such a FMLA leave is foreseeable, the employee must return the completed medical certification form to the department within 15 calendar days of acquiring the FMLA leave request forms from the department unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. If such a FMLA leave is not foreseeable, the employee must return the completed medical certification form to the department as soon as practicable. Failure to provide adequate certification will result in denial of FMLA leave. Failure, after notification of denial of FMLA leave, to continue working or to return to work could result in termination of employment for job abandonment. Where the need for medical certification is due to the employee's own serious health condition, the employee must provide a copy of the employee's official job description to the health care provider making the medical certification. Copies of employee job descriptions will be provided by the department to each employee seeking a FMLA leave due to the employee's own serious health condition.

l. Medical Certification of Ability to Resume Work

Every employee on a FMLA leave due to the employee's serious health condition shall provide to the department of Human Resources a medical certification from a health care provider that the employee is able to resume work. Such medical certification shall be on a form available from the department and shall be completed and returned to the department before the employee may return to work.

m. Continuation of Health and Life Insurance During FMLA Leave

While the employee is on FMLA leave, the employee's group health insurance will remain in effect on the same basis as if the employee were not on leave, provided the employee makes timely payment of the employee's share, if any, of the premiums. If the employee fails to make payment for his/her share of the cost of family health insurance coverage, the coverage on the employee himself/herself will nonetheless continue at Omaha Public Schools' expense. Only the coverage on the employee's dependents will stop. If the employee makes timely payment of the premiums, the Omaha Public Schools will also continue both the basic group life insurance otherwise provided by the Omaha Public Schools and any supplemental group life insurance purchased by the employee pursuant to Section 5.40 of the *Policies and Regulations of Douglas County School District No. 001*. Failure by the employee to make life insurance premium payments will cause the employee to be uninsured during a portion of the leave period. During the FMLA leave, the Omaha Public Schools will continue to pay the employer's share of the health

insurance premiums. During the FMLA leave, payment for the health insurance premiums which are otherwise the obligation of the employee and payment for both basic and supplemental group life insurance premiums must be delivered to the office of the assistant superintendent for Human Resources by the first work day of each month the employee is on FMLA leave.

n. Accrual or Maintenance of Other Fringe Benefits During FMLA Leave

No seniority or benefits based on length of service will accrue during the FMLA leave. No benefits other than health insurance or life insurance shall be maintained during the FMLA leave.

o. Failure to Return to Work

If the employee fails to return to work for at least 30 days at the end of the FMLA leave, the employee must repay to the Omaha Public Schools 100 percent of all the health or life insurance premiums, if any, paid by the Omaha Public Schools during the unpaid portion of the FMLA leave. The only exception is where the failure to return to work is due to continued medical inability to work or other circumstances beyond the employee's control. If the employee claims he/she is not able to return to work because of continued medical problems, the employee must provide medical certification of his/her condition from a health care provider to the department of Human Resources on a form available from the department. Failure to return to work promptly at the end of a FMLA leave will be considered a resignation.

p. Definitions:

All terms used in this policy shall be defined as provided for in the FMLA and the regulations issued by the Department of Labor pursuant to the FMLA. Certain key terms are also defined as follows:

1. "Child" is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person with day-to-day responsibilities to care for and financially support the child. The "child" must be either under age 18, or age 18 or older and incapable of daily self-care because of a mental or physical disability.
2. An "equivalent position" is defined as a position which has the same pay, benefits and working conditions involves the same or substantially similar duties and responsibilities which entail equivalent skill, effort, responsibility and authority, and is on the same or an equivalent work schedule.
3. "Foster care" is defined as 24-hour care for children in substitution for, and away from, their parents or guardian in accordance with an agreement with the state.
4. A "health care provider" for purposes of medical certification shall include only doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, state-authorized nurse practitioners and nurse-midwives, and Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.

5. An “instructional employee” is an employee employed principally in an instructional capacity whose principal function is to teach and instruct students in a class, a small group or an individual setting. The term includes athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. The term does not include paraprofessionals or aides who do not have as their principal function actual teaching or instructing. It also does not include auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily non instructional employees.
6. Intermittent or reduced schedule leave is “medically necessary” when the medical need can be best accommodated through an intermittent or reduced leave schedule. The term “medically necessary” does not include voluntary treatments or procedures.
7. “Parent” is defined as a biological parent or an individual who had day-to-day responsibilities to care for the employee when the employee was a child. A parent “in-law” is not considered a “parent” for purposes of the FMLA.
8. A “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that (1) involves inpatient care; (2) requires absence from work, school, or other regular daily activities of more than three calendar days and requires continuing treatment by a health care provider; (3) requires continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or (4) for prenatal care.
9. “Spouse” is defined as a husband or wife as recognized under Nebraska law.

#### **4.36 Job Sharing**

a. Goals for Job Sharing Within the School District of Omaha.

1. To offer an alternative employment to certified staff/teachers.
2. To create more opportunities for professional development.
3. To positively affect morale for certified staff/teachers.

b. Definition of Job Sharing

Job sharing is two compatible individuals voluntarily sharing the responsibilities of a full-time position. Job sharing shall allow for the flexible exchange of working hours between partners. An essential component of job sharing is the establishment and maintenance of constant communication between sharing partners.

c. Job sharing proposals from teachers with five years of creditable experience within the Omaha Public Schools will be considered.

#### **4.37 Calls to 911 Emergency Service (4/21/97)**

All employees of the Omaha Public Schools are authorized to call the 911 Emergency Service when, in their judgment, conditions warrant such a call. Following a call to the 911 Emergency

Service, employees are to notify the building principal as soon as possible to prevent duplicate calls.

#### **4.38 Nepotism (2/1/10)**

The School Board believes that the appropriate placement of qualified and competent staff is essential to the success of the Omaha Public Schools.

An applicant for any position in the Omaha Public Schools system, or any employee seeking a promotion or transfer, shall be considered solely on the basis of respective qualifications for such position regardless of whether the applicant or employee is or is not related by blood, marriage, or by law to any member of the Board or to any employee of the Board, except as otherwise provided herein.

##### Definition

###### A. Related/Relative

These relationships include parents, children, siblings, uncle, aunt, first cousin, nephew, niece, spouse, grandparents, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or person who resides in the same household.

###### B. Directly Supervise

This term relates to situations in which one person in the school system can influence the employment conditions or career of the other. This includes decisions involving hiring, compensation, performance evaluation, promotional opportunities and work assignments or be assigned to positions where one reports to, directs the work of, or supervises the other on a full schedule basis.

###### C. Recommendation for Appointment, Employment, Promotion, Transfer, Change of Assignment, Advancement, Dismissal, or Evaluation

This term shall apply to those situations in which an individual has responsibility for making advisory recommendations; such terms shall not apply to employee nominations or dismissal recommendations of the Superintendent to the Board.

###### D. Evaluation

This shall apply to those situations in which an individual is assigned responsibility for making the annual evaluation for an employee or is requested to participate in the formulation of such evaluation.

No employee shall participate in or exert any influence on any personnel action including recommendations for appointment, employment, promotion, transfer, change of assignment, advancement, dismissal, or evaluation of an applicant or employee to whom s/he is related.

No employee may directly supervise or be directly supervised by an employee to whom s/he is related.

Administrative personnel shall not be assigned to a department or grade level where a relative is a team leader or department chairperson.

No employee shall be recommended for a promotion or transfer to a position that would result in a violation of this policy.

This policy shall not, except as provided herein, be interpreted to prohibit the employment of relatives of Board members or relatives of any employee of the school system.

The prohibitions herein regarding employment shall not apply to persons occupying positions in the school system that, on the effective date of this policy, are in violation of such prohibitions. However, the provisions of the policy shall be applicable to any subsequent promotions, transfers, or other personnel actions which would violate the provisions of this policy.

## **SECTION 5. SALARY**

### **5.01 Adjustment of Salaries (Revised 2/1/10)**

- a. Salaries are determined annually by the Board of Education after negotiations in accordance with the procedures in the Teachers' Professional Negotiations Act.

Salaries of all employees entitled to annual increases shall be adjusted in accordance with the salary schedules at the beginning of each school year in August.

- b. Beginning September 1, 2001, each certificated employee after 15 years of creditable experience in the School District of Omaha, will receive a longevity provision equal to a negotiated percentage of the Long Service Increment Base salary. After 20, 25, and 30 years of creditable experience, each certificated employee will receive additional longevity provisions equal to a negotiated percentage of the Long Service Increment Base salary, as defined in the OEA Master Agreement.

Each full-time office personnel, educational paraprofessional and operations/transportation employee after 10 years of creditable experience in the School District of Omaha, will receive a longevity provision equal to 2.50 percent of the final step of the employee's designated salary schedule. After 15, 20, 25 and 30 years of creditable experience full-time office personnel, educational paraprofessional and operations/transportation employees will receive additional longevity provisions equal to a negotiated percentage of the designated step of the employee's designated salary schedule.

Each full-time Nutrition Services employee after 15 years of creditable experience in the School District of Omaha, will receive a longevity provision equal to a negotiated percent of the designated step of the employee's designated salary schedule. After 20, 25 and 30 years of creditable experience each full-time Nutrition Service employee will receive additional longevity provisions equal to a negotiated percentage of the designated step of the employee's designated salary schedule.

All other full-time classified employees after 15 years of creditable experience in the School District of Omaha, will receive a longevity provision equal to a negotiated percent of the final step of the employee's designated salary schedule. After 20, 25 and 30 years

of creditable experience each full-time classified employee will receive additional longevity provisions equal to a percent of the designated step of the employee's designated salary schedule.

A creditable year is defined in Section 5.03 of the *Policies and Regulations of Douglas County School District No. 001*, Length of Year of Experience.

- c. Adjustments in salaries of custodian-engineers and maintenance and office personnel entitled to annual increases who have served the district less than one year shall be made as follows:
  1. Employees who have served six full calendar months or more before September 1 shall receive an increase of one full increment as provided by the salary schedule.
  2. Employees who have served less than six full calendar months before September 1 shall receive no scheduled salary increase.

## **5.02 Credit for Experience (Revised 2/1/10)**

- a. Administrative and supervisory personnel, teachers, nurses, and office personnel may, at the time of their employment in the public schools, receive credit on their respective salary schedule for one, two, three, four, five, six, or seven years of successful experience in schools whose standards are the same as those of the Omaha schools. (At the discretion of the superintendent of schools in individual cases involving special qualifications, the credit for experience may be granted for as many as seven years.)
- b. Beginning with the school year 1949-50, permanent substitutes who are elected as probationary teachers may not be given credit for service toward determining rights to permanent tenure in Omaha or credit for service in Omaha toward eligibility for a retirement annuity for any services when they were not under contract and were not contributing to one of the several retirement systems.
- c. Teachers of vocational classes and teachers of special subjects who may have had successful experience in services related to courses they are teaching may also receive credit on the salary schedule for one, two, three, four, five, six, or seven years of such experience outside the field of teaching.

At the discretion of the superintendent of schools, in individual cases involving special qualifications, occupational credit for experience may be granted for as many as seven years at the time of employment. A vocational teacher or department head assigned to coordination duties in terms of student part-time cooperative supervised work experience, shall have an extended school year. This extended school year constitutes one week preceding and one week following the regular teacher contract schedule. For this time, the teacher will be compensated at the regular rate of pay.

- d. Any teacher of trade or vocational subjects who has had actual journeyman experience and who meets the requirements for certification in vocational education in the state of Nebraska may be placed on the salary schedule and may advance to the same maximum level as a teacher with a bachelor's degree.

### **5.03 Length of Year of Experience**

- a. For all purposes, including the adjustment of salaries and the computing of fringe benefits, 140 teaching days on duty during the regular school year shall be counted as a creditable school year for all teaching and nursing personnel in the Omaha school system. No surplus of the number of days in one school year shall apply to another year, nor shall days of teaching in summer school be counted.
- b. For staff members on duty for ten calendar months, the minimum length of a creditable year of experience shall be defined as 155 calendar days actually on duty. No surplus of the number of days in one school year shall apply to another.
- c. For staff members on duty for twelve months (261 days), the minimum length of a creditable year of experience shall be defined as 200 days actually on duty. For staff on a 274-day contract, the number of days actually on duty shall be 205. No surplus of the number of days in one school year shall apply to another.

### **5.04 Computation of Daily Salaries for Salary Deductions (Revised 2/1/10)**

- a. Daily salaries of all employees shall be determined by dividing the annual salary by the number of duty days.

### **5.05 Dates of Payment of Salaries (Revised 2/1/10)**

- a. Payroll dates and pay dates shall be determined by the central administrative staff and may be changed from time to time to expedite accounting procedures. When payday falls on Saturday, Sunday, or a holiday, the date of payment shall be on the preceding work day. However, the payment of the salary of any employee shall be distributed uniformly and no deduction of salary made except as provided in the policies and regulations of the School District of Omaha.
- b. All employees shall be paid in full for all services in the school system during the year in which they were rendered. All salaries accrued and unpaid at the end of each fiscal year shall be paid on the last pay check of the fiscal year.
- c. Direct Deposit of Checks - Electronic direct deposit of payroll or annuity checks will be made upon written notification to the division of Compensation and Benefits on a form provided by the school district. A statement of earnings will be distributed on the normal payday, which will include the same information which is included on the check stubs for those who do not elect to participate in the electronic direct deposit program. The deposit will be made in a participating bank, savings and loan, or other participating financial institution of the employee's choosing.

### **5.06 Salaries of Non-Negotiated Employees (Revised 2/1/10)**

- a. Salaries of non-negotiated personnel shall be determined annually by the Board of Education.
- b. All part-time certificated staff shall be paid on a prorated twelve-month basis of the appropriate salary schedule for which they qualify, on the basis of previous full-time

employment as defined in Section 5.03 of the *Policies and Regulations*, Length of Year of Experience.

- c. Part-time certificated staff with a .5 FTE status or more may advance one step on the salary schedule for each two years of creditable part-time service.

#### **5.07 Salary Schedule for Nondegree Classroom Teachers and Nurses (Revised 8/02/99)**

When a nondegree teacher employed after September 1, 1947, receives a bachelor's degree, position on the degree schedule shall be determined by adding to the first step of the BA degree schedule one increment for each year of probationary service in the Omaha Public Schools, not to exceed seven years, except that in no case after receiving the degree shall salary be less than that of a newly elected teacher with the same degree and credited with the same number of years of service previous to election in Omaha.

#### **5.10 Salary Credit for Professional Training Beyond Bachelor's and Master's Degrees (Revised 2/1/10)**

- a. Master's Degree Plus Thirty Hours

Personnel who hold active teaching certificates and have earned 30 hours of graduate college credit above and beyond a master's degree on a structured program approved by an accredited college or university will receive compensation commensurate with that specified in the current year's Master Agreement between The Omaha Education Association and Douglas County School District No. 0001. Such 30 hours of college credit must be applicable to a professional diploma and/or a doctor's degree program or be in the individual's major field of study or in the fields of elementary/secondary guidance and counseling or administration, must be certified by the college or university, and must carry a minimum grade of "C". Graduate hours earned prior to conferral of master's degree are not applicable. Verification of college credit earned must be on file in the Human Resource Department by September 1 and/or February 1 of each year.

- b. Ph. D. or Ed. D. Degree

Personnel who hold active teaching certificates and who have earned a Ph. D. or Ed. D. degree from an accredited college or university will receive compensation commensurate with that specified in the current year's Master Agreement between The Omaha Education Association and Douglas County School District No. 0001.

- c. Bachelor's Degree Plus Eighteen Hours

Personnel who hold active teaching certificates and who have earned 18 hours of graduate college credit above and beyond a bachelor's degree on a structured program approved by an accredited college or university will receive compensation commensurate with that specified in the current year's Master Agreement between The Omaha Education Association and Douglas County School District No. 0001. Such 18 hours of college credit must be applicable to a master's degree program or be in the individual's major field of study or in the fields of elementary/secondary guidance and counseling or administration, must be certified by the college or university, and must carry a minimum grade of "C". Graduate hours earned prior to the conferral of the bachelor's degree are not applicable.



Verification of college credit earned must be on file in the Human Resource Department by September 1 and/or February 1 of each year.

- d. All degrees to be recognized for salary credit must be from an accredited college or university as reflected by nationally recognized accrediting agencies and associations, the list of which is issued by the U.S. Department of Health, Education and Welfare.
- e. Degrees from foreign institutions will be processed as follows: the staff member will be requested to submit a transcript certifying the degree to an accredited college, university or the Nebraska Department of Education for validation. Such validation to be at the staff member's expense.

#### **5.11 Extra Duty - Elementary, Middle, and High School Teachers (Revised 2/1/10)**

- a. Nothing in the Omaha Education Association *Master Agreement* implies that a teacher is off duty during unassigned periods of the day. Principals may assign such necessary work in the organization and operation of the school as may be required.
- b. Upon advance approval of the superintendent of schools, in those instances where teachers are required to render continuous service other than teaching throughout the school year outside of school hours, remuneration shall be allocated for such service on the same basis as determined in the Omaha Education Association *Master Agreement*.
- c. High school teachers may not receive pay for two extra assignments at the same time; for example, no teacher may be both a department head and a counselor and receive remuneration for both positions. Any exceptions must be approved by the superintendent of schools.
- d. The prohibition of dual assignments also applies to services which are paid for from extra-curricular funds, such as ticket takers and ushers; that is, no teacher may receive pay as a treasurer who may be required to be on duty at games and at the same time receive extra pay for any of the above categories.

#### **5.12 Use of Personal Automobile (Revised 2/1/10)**

- a. Car Allowance

The car allowance reimbursement for use of personal automobiles for approved school business shall be the rate established by law.

- b. Liability Coverage for Certified Staff Who Transport Students

Staff members who have been approved to transport students in personal vehicles as part of their duties, are being covered under school district insurance if claims go beyond the limits of their personal liability policy. Employees providing this kind of assistance are required to have sufficient liability coverage under their own personal policies to meet state minimal requirements.

### **5.16 Schedule for Elementary and Middle School Principals (Revised 2/1/10)**

- a. Principals shall be paid for transportation made necessary by their assignment as described in Section 5.12.
- b. The salary of an elementary or a middle level school principal at the time of initial appointment shall be determined by the superintendent of schools, who shall give consideration to the credentials and experience of the principal as well as the membership of the school to which the person is assigned.
- c. The salary of elementary or middle level school principals after the first year of service in such capacity shall be in accordance with the salary schedule, except that they may not be advanced over three increments the second year of service as principal or one increment thereafter.
- d. For purposes of determining principals' salaries, membership shall mean the previous year's average daily membership, except in the application of Section 5.16 e2.
- e. A principal's salary may not be reduced during the contract year as long as assigned services are satisfactory to the superintendent of schools unless:
  1. The principal prefers to be assigned to a smaller school at a lower salary.
  2. The transfer of the eighth grade or the seventh grade or of both grades to a middle level school reduces the membership to a lower classification. In such cases, the principal's salary shall remain unchanged during the contract year until reassignment may be made to a school with the same classification as the school in which service was rendered before enrollment changed.

### **5.31 Salary Advancement and Professional Growth (Revised 2/1/10)**

- a. All tenured and non-tenured certified staff must participate in district required professional development; tenured certified staff must also fulfill professional growth requirements as prescribed by state law (79-830) and approved by the Board of Education, in order to be eligible for continued employment. College or university courses, approved committee work, Omaha Public Schools' sponsored workshops, special classes and supervision of student teaching may be accepted as professional growth activities, as may be certain District-required duties. Such District-required duties may include participation in activities related to Nebraska Department of Education required school improvement processes, grade level and team meetings, and negotiated contractual professional development days; in order to be accepted as meeting professional growth requirements, an activity must be approved by the Superintendent of Schools or his/her designee. Only activities designed to enhance staff skills for improving student learning and/or to reinforce the attainment of organizational and school-based performance goals will be approved as fulfilling professional growth requirements. District, school based and individual learning needs drive the professional development program in the Omaha Public Schools. School Improvement supports the alignment of staff development through job embedded activities within the contractual day. Professional Growth shall lead to advancement on the salary schedules as agreed to in the negotiated agreement of the District.

### 5.32 Professional Standards Program for Office Personnel (Revised 8/02/99)

All full-time office personnel are allowed additional salary in accordance with progress toward completion of the Professional Standards Program. There are six levels and the salary recognition varies. The levels and salary amounts are:

Basic PSP	\$187.20 per year	Advanced PSP II	\$374.40 per year
Associate PSP	\$249.60 per year	Advanced PSP III	\$436.80 per year
Advanced PSP I	\$312.00 per year	CEOE PSP	\$520.00 per year

### 5.36 Outside Employment

Full-time employees are discouraged from accepting other regular employment outside their services to the public schools which would involve several hours per day or ten or more hours during the work week.

The superintendent of schools is authorized to review any situation where outside employment on the part of an employee is felt to be detrimental to his/her primary responsibilities with the school district.

### 5.37 Payment for Services From Activity Funds

Employees or other persons may not be paid salaries out of school activity funds for teaching, tutoring, coaching athletics, clerical service, custodial service, or any other service connected with the regular school program.

### 5.38 Employee Medical Health and Dental Insurance (Revised 2/1/10)

The Board of Education shall provide each full-time employee with the following group health plan.

- a. The school district shall pay the equivalent of 100 percent (or the negotiated percentage) of the employee-only premium under an employee group health plan contracted through the Educators Health Alliance and approved by the Board of Education for all full-time employees who have been with the School District of Omaha for 30 calendar days. Participation by the full-time employee after the first 30 calendar days shall be mandatory. The plan coverage shall be effective the first of the month following 30 days of full-time employment.

The school district shall pay the equivalent of 60 percent (or the negotiated percentage) of the dependent premium under a group health plan contracted through the Educators Health Alliance and approved by the Board of Education for all full-time employees who have been with the School District of Omaha a minimum of four consecutive years immediately preceding September 1, 1975, and September 1 of succeeding years, for those who qualify after September 1, 1975. Years of service is as defined in Section 5.03, "Length of Year of Experience" of the *Policies and Regulations of Douglas County School District 0001*. Official leaves of absence shall not constitute a break in service for these purposes.

An employee who retires after completing all contractual obligations and who elects to begin his/her voluntary retirement before August 31 of the year of his/her retirement will

continue to be covered by the health insurance program until August 31 of the year of the retirement, and the premiums will be paid in the same manner that they were paid prior to taking voluntary retirement.

- b. In the interest of obtaining comparable or improved employee coverage at a lower cost, the Board of Education will study and analyze health and accident insurance programs from other qualified carriers. The Board of Education will inform the Omaha Education Association of progress on the study. Association leadership will be extended the opportunity to discuss available program alternatives prior to any decision to change insurers.
- c. An employee who elects to receive health insurance coverage which requires premiums to be paid by the employee shall pay any required premiums pursuant to a salary reduction agreement under the school district's Flexible Benefit Plan in order for such premiums to be excluded from the employee's income and social security tax base and accordingly, paid by the employee on a pretax basis. Employees subject to the foregoing requirement shall execute any documents or agreements required by the school district as administrator of the Flexible Benefit Plan to effectuate the employee's election and agreement to pay his/her required premiums for group health insurance on a pretax basis under the Flexible Benefit Plan. Any employee who fails to file the required salary reduction agreement shall be deemed to have elected under the Flexible Benefit Plan to pay the required premiums for the health insurance coverage of the employee and his/her dependents through a reduction in salary, and the school district shall be authorized to reduce and withhold the required premiums from the employee's salary as a pretax contribution to the Flexible Benefit Plan.
- d. The Board of Education will not change the carrier unless current employee coverage can be maintained or improved for similar or less cost than that charged by the present insurer for the time period this agreement is in force.
- e. Part-time certificated staff with a .5 FTE status or more are eligible to receive full health and accident insurance benefits according to the policies governing participation by full-time employees. The following provisions will be applied to those electing to participate.
  - 1. Board of Education will pay 50 percent of premium cost. Employee will pay 50 percent of premium cost.
  - 2. Premium cost will be paid through payroll deduction.
  - 3. After four consecutive years of part-time employment, the employee shall become eligible for dependent coverage. Employee will pay 50 percent of single premium cost, 50 percent of the board contribution to dependent coverage, and all of the remaining dependent coverage premium costs.
  - 4. An employee must make the decision to participate by September 1 of each school year unless he/she is a newly hired employee.

### **5.39 Employees' Personal Property (Revised 2/1/10)**

- a. The Board of Education shall provide reimbursement for personal property of any full-time employee of the School District of Omaha if such property is stolen, damaged, or destroyed by assault, theft, vandalism, riot, or fire on the school premises or at any official function of the school. Reimbursement will be provided, however, only if proper security measures have been taken by the owner to discourage theft or vandalism, and if said property was of instructional value in the classroom, approved for use by the building administrator or was damaged in the process of controlling discipline. No claim will be considered in an amount less than \$10 and in no event shall the liability of the school district assumed hereby exceed \$250 on any one occurrence per claimant.
- b. In the maintenance division, if the full-time craftsman is expected to furnish his own tools in the performance of his duties, the Board of Education shall provide reimbursement for such personal property if it is stolen, damaged, or destroyed by assault, theft, vandalism, riot, or fire on the school premises. Reimbursement will be provided, however, only if proper security measures have been taken by the owner to discourage theft or vandalism. Each full-time maintenance employee must keep all personal property in a suitable container which can be clearly identified as to proper ownership. The tools to be included must be approved and registered with the head of the division. Reimbursement by the Board of Education shall occur only when the entire container of personal property is stolen, damaged, or destroyed by assault, theft, vandalism, riot, or fire on school premises or on premises where school business is conducted. Reimbursement shall not occur for single items which may be affected by such causes. No claim will be considered in an amount less than ten dollars and in no event shall the liability of the school district assumed hereby exceed \$250 on any one occurrence per claimant.

### **5.40 Group Term Life Insurance (Revised 2/1/10)**

- a. Basic Life Insurance
  1. The School District of Omaha shall provide group basic term life insurance for full-time employees in the amount of \$25,000.
  2. Part-time certificated staff with a .5 FTE status or more are eligible to receive full group term life insurance benefits according to policies governing participation by full-time employees. The following provision will be applied to those electing to participate. Board of Education will pay 50 percent of premium cost. Employee will pay 50 percent of premium cost. If part-time salary converts to a full-time annual salary of \$8,000 or more, the employee is eligible for \$25,000 worth of coverage. Premium cost will be paid through payroll deduction. Employee must make the decision to participate by September 1 of each school year unless he/she is a newly hired employee.
  3. An employee who retires after completing all contractual obligations and who elects to begin his/her voluntary retirement before August 31 of the year of his/her retirement will continue to be covered by the group term life insurance program until August 31 of the year of retirement, and the premiums will be paid in the same manner that they were paid prior to taking voluntary retirement.
  4. All full-time classified employees who retire after September 1, 1985 shall receive Basic Group Term Life Insurance coverage equal to that which was in force

immediately prior to retirement. This coverage will be in effect until the retiree's 65th birthday.

5. In the event of termination of employment of the employee, the employee may convert the voluntary term life insurance on the same basis as the basic group life insurance plan.

b. Supplemental Life Insurance

1. Effective September 1 each year, beginning in 1988, each employee shall be given the option to enroll for additional supplemental term life insurance with the employee paying the entire cost. Premiums will be paid through payroll deduction.
2. Employees may choose an additional \$25,000, \$50,000, \$75,000, \$100,000, \$150,000 or \$200,000 of coverage.
3. The employee will be required to complete a health statement, if the employee applies for an amount greater than \$50,000 and/or in the event of late enrollment. The insurance company will review the health information and reserves the right to accept or reject the applicant. If the application is accepted by the insurance company, coverage will be effective on the first of the month following approval for coverage.
4. The cost of the life insurance will be based upon the attained age and sex of the applicant on the date of application. Coverage will continue unless the individual elects to terminate coverage in writing 15 days prior to the individual's pay period. The cost in future years will be based upon the attained age of the individual on each September 1.
5. An employee who retires after completing all contractual obligations and who elects to begin his/her voluntary retirement before August 31 of the year of his/her retirement will continue to be covered by the group term life insurance program until August 31 of the year of retirement, and the premiums will be paid in the same manner that they were paid prior to taking voluntary retirement.

**5.41 Long-Term Disability Program (Revised 2/1/10)**

The School District of Omaha shall provide long-term disability benefits for full-time employees incurring long illness. This plan provides a monthly benefit of 60 percent of the employee's monthly gross salary, to a maximum of \$8,500. This monthly benefit may be coordinated with other benefits the employee may be eligible to receive. The benefit begins on the 91st calendar day following the date of disability. The program includes all full-time employees with 30 calendar days of employment.

For those employees who become disabled after September 1, 1978, the amount of Social Security benefits to be coordinated with the Monthly Indemnity Benefit provided under the Long-Term Disability Plan shall be based upon the Social Security Benefit in effect on the date of the initial disability award.

Any subsequent changes in the Social Security Law which result in an increase in Social Security benefits shall not be used to reduce the amount of Monthly Indemnity Benefit under the Long-Term Disability Plan.

Any change in dependent status after the date of the initial disability award will be considered in the computation of Social Security benefits payable, and the monthly indemnity benefit payable under the Long-Term Disability Plan will be adjusted accordingly.

Employees who are disabled are allowed to continue participation in the Board of Education group hospitalization, surgical, and major medical program for three months following the expiration of sick leave, at Board of Education expense.

#### **5.42 Payment for Accumulated Sick Leave (Revised 2/1/10)**

Beginning with employees retiring during the 2005-2006 school year an applicable dollar amount of the unused sick leave accumulated by a full-time certificated employee who resigns or dies after 18 creditable years of service to the Omaha Public Schools, or who retires through normal, early or disability retirement under the Omaha School Employees' Retirement System, shall be paid or applied to provide supplemental retirement or post-retirement medical care benefits as follows:

1. The applicable dollar amount of the employee's unused sick leave shall be calculated as follows: 50% of the employee's contracted daily rate at the time of retirement or resignation, termination due to reduction-in-force, or death multiplied by the number of unused sick days, not to exceed the maximum days accumulation as defined in Policy 4.17a, Paragraph 2.
2. If the employee dies after 18 creditable years of service to the Omaha Public Schools, the applicable dollar amount of the employee's unused sick leave shall be paid to the employee's estate in a lump sum within 60 days of the employee's death.
3. If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is less than 10, the applicable dollar amount of the employee's unused sick leave shall be paid in a lump sum to the employee within 60 days of such resignation or retirement.
4. If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is 10 or more, the applicable dollar amount of the employee's unused sick leave shall be applied to provide supplemental retirement income benefits and/or post-retirement medical care benefits pursuant to the terms and conditions of the Omaha Public Schools Accumulated Sick Leave Conversion Plan. The employee shall not have any option to receive a cash payment of the applicable dollar amount of the unused sick leave or to have the unused sick leave applied to provide any form of benefit that is not provided under the Omaha Public Schools Accumulated Sick Leave Conversion Plan.

A full-time certificated employee who is terminated from employment because of a reduction-in-force shall, regardless of the number of the employee's creditable years of service to the Omaha Public Schools, be paid the applicable dollar amount of the employee's unused sick leave in a lump sum within 60 days of such termination.

Beginning with employees retiring prior during the 2005-2006 school year, an applicable dollar amount of the unused sick leave accumulated by a full-time covered employee who resigns or dies after 20 creditable years of service to the Omaha Public Schools, or who retires through normal, early or disability retirement under the Omaha School Employees' Retirement System,

shall be paid or applied to provide supplemental retirement or post-retirement medical care benefits as follows:

1. The applicable dollar amount of the employee's unused sick leave shall be calculated as follows: 50% of the employee's contracted daily rate at the time of retirement or resignation, termination due to reduction-in-force, or death multiplied by the number of unused sick days, not to exceed the maximum days accumulation as defined in Policy 4.17a, Paragraph 1.
2. If the employee dies after 20 creditable years of service to the Omaha Public Schools, the applicable dollar amount of the employee's unused sick leave shall be paid to the employee's estate in a lump sum within 60 days of the employee's death.
3. If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is less than 10, the applicable dollar amount of the employee's unused sick leave shall be paid in a lump sum to the employee within 60 days of such resignation or retirement.
4. If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is 10 or more, the applicable dollar amount of the employee's unused sick leave shall be applied to provide supplemental retirement income benefits and/or post-retirement medical care benefits pursuant to the terms and conditions of the Omaha Public Schools Accumulated Sick Leave Conversion Plan. The employee shall not have any option to receive a cash payment of the applicable dollar amount of the unused sick leave or to have the unused sick leave applied to provide any form of benefit that is not provided under the Omaha Public Schools Accumulated Sick Leave Conversion Plan.

A full-time classified employee who is terminated from employment because of a reduction-in-force shall, regardless of the number of the employee's creditable years of service to the Omaha Public Schools, be paid the applicable dollar amount of the employee's unused sick leave in a lump sum within 60 days of such termination.

#### **5.43 Assault of Staff Member (Revised 7/01/85)**

Any staff member who is injured as the result of an assault while performing assigned duties or in maintaining order on any school premises or at any school function may receive a maximum of ten days recuperative leave. In order to qualify for such leave, the staff member must require hospitalization and/or medical attention of such nature that hospitalization or physician recommended, home convalescence is necessary. If such staff member shall be off duty for more than the ten days of recuperative leave, said staff member shall be allowed to use accumulated sick leave.

#### **5.44 Early Leaving Incentive (Revised 8/7/06)**

Full-time certificated employees, upon written application, may participate in the Early Leaving Incentive Program. The program will be analyzed and evaluated annually for possible modification or termination. Modifications or terminations shall not affect employees previously participating in the program.



## **1. Purpose**

The major purpose of this program is to provide eligible certificated employees a voluntary early retirement incentive plan that is in coordination with the Omaha School Employees' Retirement System and that provides supplemental retirement income as a bridge between early retirement from the Omaha Public Schools and the age when the retiring employee is eligible to receive reduced old-age insurance benefits under title II of the Social Security Act (age 62). The objectives of the program include, but are not limited to, the following:

- a. To offer financial incentives which will assist long-term employees considering early retirement or early-leaving decisions.
- b. To reduce or eliminate the possibility of teacher layoffs.
- c. To provide a better balance of employee experience.

## **2. Program Eligibility Requirements and Provisions**

- a. Applications must be made in writing on the appropriate form provided by the School District by March 1 of the school year prior to the school year in which the certificated employee wishes to discontinue full-time employment.
- b. The certificated employee must have at least eighteen (18) creditable years of service (Sec. 5.03a) as a full-time employee in the School District and attained at least age fifty-five (55) as of the separation date (August 31).
- c. Certificated employees participating in the program relinquish all tenure, contract or other employment rights with the School District.
- d. Certificated employees receiving long-term disability benefits are not eligible to participate in this program.
- e. A certificated employee is not eligible to participate in the program if his or her employment is terminated by the District pursuant to Nebraska law for any reason other than a reduction in force.
- f. A certificated employee's entrance into the program must coincide with the beginning of the next school year.
- g. A certificated employee electing to participate in the program may have the option to continue participation in the hospitalization, surgical, and major medical and life insurance programs of the School District, however, the premiums shall be paid by the employee.
- h. Payment of benefits shall be monthly.

## **3. Benefits**

The monthly supplemental retirement benefit to be received by a certificated employee who participates in the program shall be equal to the lesser of: (i) the monthly Social Security retirement benefit that will be payable to the certificated employee at age 62

(as determined by the School District as of the employee's August 31 separation date), or (ii) 25 percent of the certificated employee's scheduled monthly salary\* in the certificated employee's last full year of employment. Payment of the monthly retirement benefit shall begin in September of the fiscal year following the employee's separation date and continue until the month that the certificated employee attains age 62 or the month of the employee's death, if earlier. The payment of the monthly benefit is conditioned upon the certificated employee providing such information and documentation as the School District may require for the administration of this program, including all information needed to determine the certificated employee's monthly Social Security retirement benefits beginning at age 62.

**\*Excludes long service increments and payments for co-curricular/ activity supervision.**

#### **5.45 Early Retirement and OPS Employment (1/21/09)**

It is the policy of the Omaha Public Schools to recruit, select, and employ individuals on the basis of their qualifications, including but not limited to their skills, training, and experience. Former employees of the Omaha Public Schools who have retired pursuant to the Omaha School Employees' Retirement System (OSERS) and are participating in the early retirement program must have a bona fide severance of employment with the Omaha Public Schools if they wish to be re-employed by the Omaha Public Schools and retain retirement benefits and incentives. Where employment with the Omaha Public Schools is obtained by an employee who is participating in the Omaha Public Schools' early retirement program, and the employee has not had a bona fide severance of employment, the Omaha Public Schools Board of Education may rescind the early retirement and may seek recovery of any retirement payments and incentive payments made pursuant to same.

A bona fide severance of employment is determined by the facts and circumstances, as defined in federal regulation. In general, the Omaha Public Schools Board of Education will not consider individuals who have been retired for less than 30 days to have a bona fide severance of employment. For purposes of this policy, the date an individual is deemed retired shall be the date the Omaha Public Schools Board of Education officially approves as the effective date of the individuals retirement.

The District will not have any prearranged employment agreement or commitment to rehire an employee who will retire and participate in the Omaha Public Schools' early retirement program, prior to such employee's retirement. Inquiries by employees concerning post-retirement employment are not considered, and do not constitute, an agreement for employment with the District.

### **SECTION 6. STUDENTS**

#### **6.01 Eligibility of Students to Attend School (Revised 11/26/01)**

- a. All public day schools organized within the School District of Omaha shall be free to all children between the ages of 5 and 21 years whose parents or guardians reside within the boundaries of the school district.
2. Students who are enrolled in parochial or private/public schools or who are home-schooled may enroll part-time in the Omaha Public School subject to capacity and other standards

as adopted by the Superintendent of Schools and to admission requirements otherwise imposed by Nebraska law for students enrolled full-time in the public schools.

#### **6.02 Nonresident Students (Revised 2/21/07)**

- a. Students whose parents are not residents of the School District of Omaha may attend the Omaha Public Schools upon payment of established tuition fees, except that nonresident students who qualify to attend district schools under standards approved by the Board of Education for the Nebraska Enrollment Option program are not required to pay tuition. Nonresident students will be assigned to schools by the Student Services' Placement Office.
- b. Tuition fees for high school students are established by the Board of Education. All nonresident students attending the Omaha high schools shall pay the regular high school tuition rate.
- c. Enrollment and tuition fees for evening schools of all types and adult education courses shall be determined annually by the Board of Education. Such established rates of enrollment and tuition fees are payable by resident and nonresident students alike.
- d. The statutes provide for special tuition rates for children of Army, Navy, Marine Corps, and Air Force personnel. Parents of such students shall pay the established legal rates for both elementary and high school tuition (79-216).
- e. In deserving and needy cases supported by proper affidavit, tuition fees may be waived by the superintendent of schools and the assistant superintendent for Student and Community Services, who shall constitute a standing committee to which all applications for the modification of tuition rates may be referred. Note: By court decision, children of nonresident parents who have entrusted permanent custody and complete support to residents of the district are entitled to free schooling, but children whose primary purpose in living with friends or relatives is to secure schooling within this district and away from their homes must pay tuition. Children of employees of the state who have temporarily moved from their legal residence shall not be charged tuition (79-215).
- f. Whenever nonresident parents transfer the real estate upon which their legal residence is situated from an adjoining district to the School District of Omaha, their children are entitled to free school privileges in Omaha.
- g. International Exchange Students

The School District of Omaha pledges its support in the form of official waivers of tuition to nonresident international exchange students as per the following conditions:

1. The School District of Omaha will accept a maximum of 24 students from other nations who come to Omaha via exchange programs officially recognized by the Board of Education. The students may be enrolled in any of the high school programs with the school district retaining the right to maintain an equitable distribution among the high schools.

2. Exchange programs recognized by the Board of Education are:

A Micus B Young Life's International Student Exchange Program (8/13/01)  
Academic Year in USA Foreign Exchange Program (6/6/88)  
American Field Service  
American Institute for Foreign Study Scholarship Foundation (7/15/85)  
American Intercultural Student Exchange (7/18/83)  
American Scandinavian Student Exchange Program (10/19/81)  
ASPECT  
CCI: The Center for Cultural Interchange (8/13/01)  
CETUSA: Council of Educational Travel  
Council on International Exchange  
Cultural Homestay International  
Educational Foundation for Foreign Study (7/18/83)  
Educational Resource Development Trust (ERDT/Share!) (2/5/96)  
Global Insights  
Intercambio Internacional De Estudiantes, A.C. (12/7/92)  
International Christian Youth Exchange  
International Education Forum (4/6/92)  
International Student Exchange of Iowa, Inc. (7/20/92)  
International Student Exchange, Inc. (7/20/92)  
NACEL Cultural Exchanges (5/15/95)  
OCEAN: Organization for Cultural Exchange Among Nations (6/01)  
Pacific Intercultural Exchange  
Program of Academic Exchange (PAX) (10/23/95)  
Rotary International Youth Exchange  
United Studies Student Exchange (8/01/94)  
World Experience (8/20/90)  
World Heritage (7/19/93)  
Youth for Understanding

3. Other organizations will be considered upon their timely application for review by the Board of Education. Application for permission to operate must be filed with the secretary's office at least two months in advance of any anticipated student placement.
4. No other organizations will be allowed tuition waivers. Participation of nonapproved programs will be only on a tuition basis.
5. No student will be enrolled until all standards for admission have been cleared through the office of the assistant superintendent for Student and Community Services. Information such as the student's name, nationality, age, sponsor's name and address, etc. shall be supplied at that time.
6. Admission of exchange students new to the United States will be made only at the beginning of a semester. All arrangements for admission in the fall semester must be concluded by August 1, prior to the beginning of the school term. All placement arrangements for admission to the second semester must be completed by December 1. No placements will be made during the course of a semester.
7. Exchange students must agree to abide by the policies and regulations of the School District of Omaha and the high school they are attending.

8. At the time of admission to the Omaha Public Schools, the exchange student must be at least 15 years old, but not older than 18 years 6 months (as of the beginning of the program), and must not have completed more than 11 years of primary and secondary education (exclusive of kindergarten).
9. If possible, organizations should avoid the placement of more than one child of a particular nationality in the same high school.
10. Exchange students are encouraged to assist in some manner the curriculum of the Omaha school they are attending; i.e., assist with language classes, history classes, etc.

### **6.03 Enrollment/Discontinuation of Enrollment Prior to Age Six (Revised 4/16/12)**

- a. Any student whose fifth birthday falls on or before July 31 may enter kindergarten at the fall opening of school of the same year (79-214).
- b. A child who will reach the age of five on or after August 1 and on or before October 15 of the current school year may enroll in school if the parent or guardian requests such entrance and (i) provides an affidavit stating that (a) the child attended kindergarten in another jurisdiction in the current school year or (b) the family anticipates a relocation to another jurisdiction within the current year or (ii) the child has demonstrated through recognized assessment procedures approved by the Board of Education that he or she is capable of carrying the work of kindergarten. (79-214)
- c. A student who has not attended kindergarten and will reach the age of six on or after August 1 and on or before October 15 of the current school year may enter the first grade providing evidence of skill performance based upon Omaha Public Schools' kindergarten expectations is provided and verified.
- d. Procedures for the discontinuation of enrollment prior to age seven:
  1. Parent(s) or legal guardian(s) with children enrolled in the Omaha Public Schools who are younger than seven years of age may discontinue enrollment of such a child by submitting a written request for discontinuation of enrollment to the principal of the elementary school in which their child is enrolled.
  2. Such written notice shall clearly state the reason for the request and the date as of which the discontinuation of enrollment should be effective.
  3. Within ten working days of the receipt of the written request for discontinuation, the building principal shall either grant the written request or schedule a conference with the parent(s) or legal guardian(s) to discuss the request. The principal shall also discuss the request with the student personnel assistant assigned to the elementary school.
  4. Should the principal conduct a conference with the parent(s) or legal guardian(s), and the parent(s) or legal guardian(s) continue to request discontinuation of enrollment, the principal shall refer the request to the director of Student and Community Services, who shall grant the request within five working days of the conference with the

principal. The director shall communicate his/her decision in writing to the parent(s) or legal guardian(s).

5. If the parent(s) or legal guardian(s) discontinue the enrollment of the child during a school year, the parent(s) or legal guardian(s) may not seek re-enrollment of the child until the beginning of the next school year.

#### **6.04 Student Registration Requirements (Revised 1/2/12)**

- a. Birth Certificate: Students, upon entering the Omaha Public Schools, shall present a birth certificate or other satisfactory evidence of age.
- b. Student Physical Examinations: Each student must have a physical examination by a qualified medical provider upon entrance into school, entrance into the seventh grade or upon transfer into the school district from outside of the state. The physical examination shall not be required in cases where the parent or legal guardian objects to the physical examination in writing (Section 79-220).
- c. Nebraska Law requires a vision evaluation by a physician, physician's assistant, advanced practice registered nurse, or an optometrist within six months prior to the entrance of a child into kindergarten or beginner grade or, in the case of a transfer from out state, to any other grade of the school. The evaluation will examine for amblyopia, strabismus, and internal and external eye health, with testing insufficient to determine visual acuity. No such vision evaluation will be required of any child whose parent or guardian objects to this testing in writing.
- d. Immunizations: According to the Nebraska School Immunization Law before entering school the following are required:

Students 2-5 years of age (pre-kindergarten)

- e. 3 doses of pediatric Hepatitis B vaccine
- f. 4 doses of DTaP, DTP or DT vaccine, (Diphtheria, Pertussis, Tetanus)
- g. 3 doses of Polio vaccine
- h. 1 dose MMR (Measles, Mumps, and Rubella) or MMRV given on or after 12 months of age or older
- i. 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age (not required over 5 years of age)
- j. 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.
- k. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age

Students from Kindergarten through 12<sup>th</sup> Grade, including all transfer students from outside the State of Nebraska and any foreign students

- l. 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age.
- m. 3 doses of DTaP, DTP, Td, or DT vaccine with one dose given on or after 4 years of age
- n. 3 doses of Polio vaccine
- o. 2 doses MMR (Measles, Mumps, and Rubella) or MMRV vaccine, with first dose given on or after 12 months of age and the two doses separated by at least one month.

- p. 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need varicella shots.

Additionally, For 7<sup>th</sup> Grade Only

- q. 1 dose of Tdap (must contain Pertussis booster)-this dose can be received any time after 10 or 11 years of age depending on which brand of vaccine is received.

Exemptions will be granted for:

- r. Medical exceptions for health reasons substantiated by a signed statement from a physician
- s. Religious conflict substantiated by a notarized affidavit from the student or the student's legal guardian if the student is a minor.

Section 79-222 of the law further states: "A student may be provisionally enrolled in a school if he or she has started the immunizations and continues to receive the immunizations as rapidly as medically feasible."

Any student who does not have the immunizations or a written waiver, shall not be permitted to continue in school until he/she is in compliance (79-222).

#### **6.05 Assignment of Students** (Revised 4/16/12)

- a. Students shall attend the school in the attendance area in which they reside unless assigned to some other school. An assignment to a school other than the attendance area school may be made as a result of the Student Assignment Plan, special needs transfer, due process or special education. All transfers of students to schools other than the one in their home attendance area shall be reviewed annually under the Student Assignment Plan. Students who change residence during the second semester may complete the school year at the schools which they have been attending.

Students whose parents are divorced, living separately or who have never married but are both named on the birth certificate, and have no other legal guardian, who are not wards of the state or wards of the court, shall attend school as follows:

1. If both parents reside within the School District of Omaha and the student lives with a parent, the student may attend the school/option school(s) in either attendance area in which a parent resides.
2. If both parents reside within the School District of Omaha and the student does not live with either parent, except where otherwise provided in this section, the student may attend school in the attendance area in which either parent resides.
3. If only one parent resides within the School District of Omaha, the student shall attend school in the attendance area in which the parent resides (79-215).
  - a) Individual school attendance area boundaries shall be established by the Office of the Superintendent of Schools and may be changed as population conditions warrant or as capacities of buildings require adjustment of student loads.

- b) On an individual student basis, attendance at a school other than that determined by the address of the parent/legal guardian shall be possible under the following conditions and terms:

- 1) Special Needs Transfers

The parents or guardians of any student who desires to attend a school other than the one to which the student would be assigned by virtue of residence may submit a request for reassignment to the office of the assistant superintendent for Student and Community Services.

The person submitting the request will be notified in writing of the approval or denial of the request.

Transportation under this section will not be provided by the school district.

Special needs to be considered under this section include:

- a) Remaining after moving into another attendance area (residential changes within the school year)
- b) Child care and babysitting
- c) Health reasons
- d) Special education needs
- e) Guidance oriented

The Student Assignment Plan

- a) All elementary students have opportunities to make application to their neighborhood school, designated zone magnet, district magnet(s), and option elementary schools in their cooperative zone.
  - b) All middle level students have opportunities to make application to their designated magnets and/or district magnet(s).
  - c) All high school students may select any Omaha Public Schools high school. The Office of the Superintendent of Schools may limit enrollments based on capacity of buildings, renovation/construction or program.
- b. Families of students, or students themselves, who are considered under federal guidelines as experiencing homelessness, shall be admitted to the School District of Omaha, without charge.
  - c. Students who are residents of other Nebraska school districts, or of another state, may attend the School District of Omaha through permission of the school board of the School District of Omaha pursuant to a contract with the home district. The contract and tuition of a student living outside of Nebraska shall be collected in advance.



- d. Students who are wards of the state or wards of the court who reside in a foster family home located in the School District of Omaha and licensed or approved by the Department of Health and Human Services, or a foster home located in the School District of Omaha and maintained or used pursuant to Neb. Rev. Stat. § 83-108.04, shall be deemed residents of the School District of Omaha.
- e. Students who are wards of the state or wards of the court and have been placed in the School District of Omaha but did not reside in the School District of Omaha at the time they became wards, and who do not reside in a foster family home licensed or approved by the Department of Health and Human Services or a foster home maintained or used pursuant to Neb. Rev. Stat. § 83-108.04, shall have the costs of their education and the required transportation costs associated with their education paid by the state, but not in advance, to the School District of Omaha, and the students shall remain residents of the districts in which they resided at the time they became wards.
- f. Any student living in a residential setting for purposes other than to receive an education, who is not a ward of the state or a ward of the court, where the setting is operated by a service provider certified or licensed by the Department of Health and Human Services, shall remain a resident of the district in which he or she resided immediately prior to residing in such residential setting. As the resident school district, the School District of Omaha shall, upon request by a parent/guardian, contract with the district in which such residential setting is located for the provision of all educational services.

#### **6.06 Corporal Punishment** (Revised 8/15/88)

- a. Corporal punishment is prohibited by Nebraska law and shall not be used in any situation.
- b. A staff member may, however, use reasonable physical force against a student when it is essential for self-defense, the protection of other persons, or the safeguarding of public school property, as provided by Nebraska Statutes Sections 28-1406 to 28-1416.

#### **6.07 Student Discipline and Exclusion of Students From School** (Revised 3/18/02)

Board policy is based upon state statute, Sections 79-254 to 79-294. Nebraska School Laws (Section 79-261) state "Any action taken by the school board or board of education by its employees or agents in a material violation of the act shall be considered null, void, and of no effect."

- a. All discipline of students by certified employees of the school district shall be done in accordance with the procedures required by Sections 79-254 to 79-294, R.R.S. Neb. 1976. All duties required by these statutes or by this policy to be performed by the superintendent may be performed by the director of Student and Community Services (hereinafter director). All duties required to be performed by the principal in disciplining students may also be performed by an assistant principal, administrative intern, or dean of students.
- b. No student shall be barred from school attendance except under procedures prescribed by Section 79-254 to 79-294 R.R.S. Neb. 1976.

c. *Student Code of Conduct* and Elementary Student Behavior Guidelines

The Board of Education believes school is an appropriate setting for all children and youth. The *Student Code of Conduct* is designed to support this concept by developing, through reasonable and consistent practices, appropriate student behavior patterns. Those behaviors and disciplinary actions set forth in the code are designed to serve as learning experiences for students.

The policy section includes those behaviors having disciplinary actions that shall be carried out by the school building administrators.

The *Student Code of Conduct* applies to secondary schools, only. Elementary school students will be disciplined in accordance with the Elementary Student Behavior Guidelines, which is consistent with state statutes regarding student discipline, Sections 79-254 to 79-294, R.R.S. Neb. 1976.

d. Specific procedures relating to the exclusion of students shall be as follows:

1. Central Office Procedures (Upon Receipt of Discipline Report from Building Principal)

a) Emergency Exclusion

- 1) Nothing need be done until receipt of a request for a hearing from the student or his/her parent(s) or guardian(s).
- 2) Procedure if a request for hearing is received by the Department of Student and Community Services before the end of the fifth school day following exclusion:
  - a) A hearing must be held, a determination in the case must be made by the hearing examiner and the Director, and the student must be notified of the determination within ten school days.
  - b) The exclusion will continue until the determination is made.
  - c) The Director shall appoint a hearing examiner on the day the request for hearing is received.
  - d) The hearing examiner must give written notice on the date of his/her appointment to the principal, the student and the student's parent(s) or guardian(s) of the time and place for the hearing.
  - e) The hearing must be held within three school days after the request is received, but cannot be held without providing the principal, the student and the student's parent(s) or guardian(s) at least two school day's notice.

- f) The student, the student's parent(s) or guardian(s) or representative(s) shall have the right to examine prior to the hearing the student's cumulative folder and any written statements to be used at the hearing. Procedure for use of the cumulative folder shall be the same as that detailed below for long-term suspension, expulsion or mandatory reassignment.
  - g) The hearing procedure shall be the same as that detailed below for long-term suspension, expulsion or mandatory reassignment.
- 3) Procedure if a request for hearing is received by the Director after the end of the sixth school day following the exclusion:
- a) The same basic procedure should be followed and the hearing should be an expedited one since the student is already out of school, but the hearing and determination need not be completed by the end of the tenth school day following the exclusion.
  - b) A hearing may be requested within thirty calendar days of the exclusion.
- b) Long-Term Suspension, Expulsion, and Mandatory Reassignment
- 1) Nothing need be done until receipt of a request for a hearing from the student or his/her parent(s) or guardian(s).
  - 2) Procedure if a request for hearing is received by the Director within five school days of receipt by the student, his/her parent(s) or guardian of the notice of the principal's determination:
    - a) The sanction recommended by the principal shall not go into effect until the completion of the process detailed below.
    - b) The Director shall appoint a hearing examiner on the day the request of a hearing is received.
    - c) Within two school days of his/her appointment, the hearing examiner must give written notice of the time and place for the hearing to the principal, and the student, his/her parent(s) or guardian.
    - d) The hearing must be held within five school days after the request is received by the office of the Director, but cannot be held without providing the principal, and the student, and his/her parent(s) or guardian(s) at least two school days notice. The time for the hearing may be changed by the hearing examiner for good cause, and the hearing may be held without two school days notice if all parties consent to it.

e) The principal or legal counsel for the Board of Education and the student, his/her parent(s) or guardian(s) or representative(s) shall have the right to examine, prior to the hearing, the student's cumulative folder and any written statements to be used at the hearing. Procedures dealing with the use of the student's cumulative folder are detailed below in Subsection f(16). Procedures for the use of statements in affidavit form are detailed below in Subsection f(17).

f) Hearing Procedures

- 1) The hearing examiner's primary duty is to remain impartial throughout the entire hearing process. Because the hearing examiner's basic function is similar to that of a judge, the hearing examiner, although he/she may ask questions of witnesses presented by the student or the principal, should not under any circumstances present the student's or the principal's case for them by asking questions which are the responsibility of the student or the principal to ask.
- 2) The hearing examiner must be available prior to the hearing to answer any questions the principal or the student or his/her parent(s), guardian(s) or representative(s) may have about the hearing procedures.
- 3) The student and his/her parent(s) or guardian(s) may be represented by any person designated by them. This person may be an attorney.
- 4) The principal, or a school official designated by the principal, will normally present the school's case. The Director may request that legal counsel for the Board of Education present the school's case. Any legal counsel who presents the school's case against the student may not advise the hearing examiner on the conduct of the hearing or thereafter advise any school administrator or the Board of Education on the conduct of any appeal.
- 5) The Director may also require legal counsel for the Board of Education to be present at the hearing to advise the hearing examiner on the conduct of the hearing.
- 6) The following shall attend the hearing: the hearing examiner, the principal or principal's designee, the

student, his/her representative (if any), the student's parent(s) or guardian(s), and if requested by the Director, legal counsel for the Board of Education

- 7) The hearing examiner shall make appropriate opening remarks informing all present of the general procedures to be followed and ask if there are any questions about the procedures.
- 8) The principal or his/her designee shall present the case against the student first. Such presentation shall be made by questioning witnesses with knowledge of the circumstances which resulted in the recommended sanction, by statements by the principal or his/her designee of his/her knowledge of these circumstances, and by the introduction of any affidavits containing the sworn statements of anyone else having knowledge of the circumstances leading to the recommended sanction.
- 9) Any witness for the principal, including the principal and his/her designee, may be questioned by the student, his/her parent(s) or guardian(s) or representative(s).
- 10) Upon completion of the presentation by the principal or his/her designee, the student, his/her parent(s) or guardian(s) or representative(s) shall present their case in the same manner as the principal. They may present witnesses, make statements themselves or introduce affidavits containing sworn statements or anyone having knowledge of the circumstances leading to the recommended sanction.
- 11) Any witness for the student, including the student, may be questioned by the principal or his/her designee.
- 12) Witnesses will be present only when testifying.
- 13) The student may choose not to testify and may not be punished in any way for not testifying.
- 14) The student may be excluded from the hearing at the discretion of the hearing examiner when the student's psychological evaluation or emotional problems are being discussed.
- 15) Anyone may be excluded from the hearing if the hearing examiner determines he/she is substantially disrupting the proceedings.

16) Use of the student's cumulative folder.

- i) In cases involving firearms as defined in 18 U.S.C. 921, in cases involving behaviors prohibited by the Guidelines section of the *Student Code of Conduct* and in all cases under the Elementary Student Behavior Guidelines, except those involving guns which are not firearms, that part of a student's cumulative folder or other information regarding the student's academic performance or school behavior which the principal determines is relevant to the charge against the student or pertinent for deciding the appropriate sanction shall be placed in evidence by the principal.
- ii) That additional part of a student's cumulative folder or other information regarding the student's academic performance or school behavior which the student, his/her parent(s) or guardian(s) or representative(s), determine is relevant to defending against the charge against the student or pertinent for mitigating the sanction recommended by the principal shall be placed in evidence by the student.
- iii) Only those portions of the cumulative folder or other information regarding the student's academic performance or school behavior actually introduced into evidence at the hearing are part of the record. The hearing examiner may not examine, refer to, or rely in any way upon any part of the cumulative folder or other information regarding the student's academic performance or school behavior not introduced into evidence.
- iv) In cases which involve behaviors prohibited by the policy section of the *Student Code of Conduct*, except for those involving firearms as defined in 18 U.S.C. 921, and in cases under the Elementary Student Behavior Guidelines involving guns which are not firearms, the principal shall not place in evidence any information regarding the student's academic performance or school behavior (except for evidence regarding the misbehavior in issue before the hearing examiner) unless such evidence is necessary

to correct misinformation previously put into evidence by the student, his/her parent(s) or guardian(s) or representative(s).

- v) In cases in which a student, his/her parent(s) or guardian(s) or representative(s) publicly raise the issue of the student's academic performance or school behavior, the school district reserves the right to publicly correct any misinformation on the student's academic performance or school behavior publicly raised by the student, his/her parent(s) or guardian(s) or representative(s) even if such correction requires revelation of information on the student which is not otherwise a matter of public record.

17) Use of the statements in affidavit form.

- i) Statements in writing of persons having knowledge of the events leading up to the sanction may be introduced at the hearing and used by the hearing examiner only if they are in proper affidavit form recognized by the courts of the state of Nebraska.
- ii) Such statements may be used only if they were made available to the opposite party at least twenty-four hours prior to the hearing.
- iii) Normally, personal testimony is to be preferred to statements in affidavit form, particularly where the statements are eye witness descriptions of the events leading to the sanction.

18) Testimony by student witnesses.

- i) No student under the age of 19 may testify for either party in a hearing without the written consent of the student and the student's parent(s) or guardian(s).
- ii) The student, his/her parent(s) or guardian(s) or representative(s), shall be advised in the hearing examiner's written notice specified in Section c1(b) 2)c) of their right to request the presence of student witnesses.
- iii) If the student or his/her parent(s) or representative(s) want to have another

student testify on the student's behalf or be present to answer questions about the statements he/she made in affidavit form, they shall so inform the hearing examiner. The hearing examiner will contact the school and advise the presenting administrator to contact the parent(s)/guardian(s) of the requested student, indicate the request being made, explain the reason for the request and then send home with the student a **Student Witness Parent Consent Form (SP20)** for the parent/guardian to indicate his/her applicable response. The school administrator shall make appropriate arrangements to see that the student witness(es) and his/her parent understand the seriousness of the matter and request that the signed **Student Witness Parent Consent Form (SP20)** be returned at the earliest possible time. The SP20 and applicable affidavit will be presented in the hearing.

- (a) If such consent is obtained, the school administrator will arrange appropriate transportation to bring requested student witnesses to the hearing and return the student(s) to school after the hearing. All efforts will be made to reduce the time the student(s) is/are absent from classes.
- (b) If such consent is denied, the school administrator will state in the hearing for the hearing record, his/her efforts to contact the parent(s)/guardian(s), the results of that conversation and present the SP20 showing the applicable denial or state that the SP20 was not returned.
- (c) At no time will the presenting administrator influence the parent(s)/guardian(s) in their response to the request. However, the presenting administrator may answer their questions or refer the parent(s)/guardian(s) to the hearing examiner's office for any questions.

19) School personnel witnesses: Any school employees with knowledge of the events leading up to the



sanction shall testify in person if so requested by the principal or by the student, his/her parent(s), or guardian(s) or representative(s).

- 20) The hearing examiner has no responsibility other than that specified above to obtain the presence of witnesses at the hearing.
  - 21) The hearing examiner is not bound by the rules of evidence or any other courtroom procedure, except that all testimony shall be under oath administered by the hearing examiner.
  - 22) Any person giving testimony is given the same immunity from liability as a person testifying in court.
  - 23) The proceedings shall be recorded at the expense of the school district.
  - 24) If more than one student is charged with a violation of the same rule and acted in concert, a single hearing may be held, unless the students' interests may be substantially prejudiced, as determined by the hearing examiner.
- g) Qualifications of the hearing examiner: The hearing examiner shall be any person designated by the Director who has not brought the charges against the student, who will not be a witness at the hearing, and who has no involvement in the charge.
- 3) Procedure if a request for hearing is not received by the office of the Director within five days of receipt by the student, his/her parent(s) or guardian(s) of the notice of the principal's determination.
    - a) The sanction recommended by the principal shall go into effect automatically at the close of the fifth school day following receipt of the notice of the principal's determination by the student, his/her parent(s) or guardian(s).
    - b) The same hearing procedures outlined above in Section d 1 b) 2) (f) should be followed.
    - c) A hearing may be requested within thirty calendar days of the receipt of the notice of the principal's determination by the student, his/her parents or guardian(s).
  - 4) The report of the hearing examiner.
    - (a) The task of the hearing examiner is to make two decisions:

- 1) Did the student engage in the action specified in the charge by the principal?
  - 2) If so, what sanction should be imposed on this student for that action?
- b) The hearing examiner's report shall contain his/her written finding on the first question and the reasons for this finding; and if the hearing examiner finds the student guilty of the action in the principal's charge, the report shall also contain a specification of the sanction to be imposed and the reasons for imposing the particular sanction.
  - c) In making his/her report, the hearing examiner may consider only the evidence presented at the hearing. The hearing examiner may not on his/her own seek evidence from any other source. Evidence dealing with the appropriate sanction for the student may be used by the hearing examiner only for that purpose and may not be used for determining whether the student engaged in the action specified in the charge by the principal.
  - d) If the hearing examiner determines that the student engaged in the action specified in the charge by the principal, the hearing examiner may impose the same sanction as the principal recommended or one less severe or one more severe, provided the sanction is consistent with the *Student Code of Conduct's* and the Elementary School Discipline Guidelines provisions regarding sanctions.
  - e) The hearing examiner should make his/her report to the Director within three school days of the completion of the hearing.
- 5) Review by the Director
- a) The report of the hearing examiner is given to the Director.
  - b) The Director shall review the hearing examiner's report and make his/her own decision based solely on the evidence before the hearing examiner.
  - c) In no event may the Director impose a more severe sanction than that recommended by the hearing examiner. Any sanction imposed by the Director must be consistent with the provisions regarding sanctions as found in the *Student Code of Conduct* and Elementary School Discipline Guidelines.
  - d) The Director must complete his/her review of the hearing examiner's report within two school days of receipt of the report from the hearing examiner.

- e) Upon completion of his/her review, the Director shall notify the student, his/her parent(s) or guardian in writing of the decision. This written notice shall be sent by certified mail or registered mail or personally delivered to the student, his/her parent(s) or guardian(s).
- f) The decision of the Director shall take effect immediately upon receipt of the notice by the student, his/her parent(s) or guardian.

## 2. Appeal to the Board of Education

- a) The student, his/her parent(s) or guardian or representative may appeal the decision of the Director of Student and Community Services to the Board of Education by filing within seven school days a receipt of the written notice of the decision of the Director, a written request for an appeal with the Director, Board of Education Services.
- b) The appeal to the board must be held within ten school days after receipt by the secretary of the board of the written request for an appeal or at a later date by mutual agreement of the student and the department head.
- c) The record for the appeal to the board shall consist of the charge by the principal, the notice of the charge, the evidence presented to the hearing examiner, the hearing examiner's findings and recommendations, the decision of the Director. Section 6.07 of the *Policies and Regulations of Douglas County School District No. 001*, any pertinent finding of the board on the appropriateness of mandatory penalties and any pertinent individual school rules. A written transcript of the hearing will be prepared and provided to all concerned parties involved with the board appeal.
- d) Evidence not presented to the hearing examiner may be presented to the board by either the Director or the student if the presentation of such evidence is necessary to avoid a substantial threat of unfairness, provided new evidence is given to the Director at least 24 hours prior to the hearing. Upon receipt of any new evidence, the Director, Board of Education Services, shall immediately forward that evidence to the pertinent party. The new evidence shall be part of the record. The opposing party shall be provided and opportunity to respond to the new evidence.
- e) Except for cases in which the prescribed penalty is expulsion for one calendar year, the appeal to the board shall be heard by a committee of the board which shall be called the Ad Hoc Student Discipline Hearing Committee (hereinafter "Ad Hoc Committee"). These Ad Hoc Committee members shall be selected according to the following procedure:
  - 1) All board members may be present as fully participating members at any meeting of the Ad Hoc Committee. Accordingly, the Director, Board of Education Services, shall notify all board members of each meeting of the Ad Hoc Committee.

- 2) No board member may participate in the hearing unless he/she is present prior to any information being presented to the Ad Hoc Committee by the student, student's parent(s), guardian(s) or representative(s).
  - 3) It shall be the responsibility of the Director, Board of Education Services, to obtain the presence of at least three board members for each meeting of the Ad Hoc Committee.
  - 4) The date and time for Ad Hoc Committee meetings shall be arranged by the Director, Board of Education Services, with the parties and the board members.
- f) Each meeting of the board or of the Ad Hoc Committee shall be conducted by the president of the Board of Education if the president is present. In the absence of the president, the vice president of the Board of Education shall conduct the meeting. In the absence of both the president and the vice president of the Board of Education, the Director, Board of Education Services, shall designate on a rotation basis, another member of the Board of Education to act as chairperson. It shall be the responsibility of the chairperson to maintain appropriate order, announce the opening of the meeting, recognize and identify those persons present, and determine who may speak when.
  - g) The Director, Board of Education Services, shall attend all meetings and deliberations of the board or of said committee.
  - h) It shall be the duty of all board members to be impartial throughout the hearing before them.
  - i) Each meeting on an appeal shall be conducted according to the following procedures:
    - 1) The chairperson shall open the meeting and announce that it will be conducted in accordance with Sections 79-254 to 79-294, R.R.S. Neb. 1976, and the public meeting statute.
    - 2) The chairperson shall then recognize and identify all those present.
    - 3) The chairperson shall next determine whether the meeting should be conducted in executive session by giving the student, his/her parent(s), guardian(s) or representative(s), the opportunity to request a public hearing. If the student does not request a public hearing, the board or the Ad Hoc Committee shall go into executive session upon the motion of one member, the second of another and the affirmative vote of a majority of the members of the Ad Hoc Committee present on a roll call vote or for board meetings on the affirmative vote of a majority of all the members of the board. Both the vote and the time of going into executive session shall be recorded by the director.

- 4) The chairperson shall then inform the parties about the function of the meeting; i.e., an opportunity for the student, his/her parent(s), guardian(s) or representative(s), to tell the board or Ad Hoc Committee in their own words why they think the decision of the department head should not be carried out. The chairperson should inform the parties about the procedure for the meeting and the order of presentation. The chairperson should inform them what evidence presented to the hearing examiner is already before the board or Ad Hoc Committee in written form and need not be repeated. The chairperson should inform the parties that information not presented to the hearing examiner may not be referred to in their statements to the board or Ad Hoc Committee unless such information qualifies as new evidence under c2d) above.
- 5) The chairperson shall then determine whether there is any new evidence to be presented. If either party indicates that they wish the board or Ad Hoc Committee to consider information not presented to the hearing examiner, the chairperson should first, determine whether the other party received sufficient advance notice of the new information and second, inquire of the party offering the new information why he/she thinks the information is necessary to avoid a substantial threat of unfairness. The other party should also be given an opportunity to comment on whether the new information should be heard by the board or Ad Hoc Committee. Following comments from both parties, the board or Ad Hoc Committee must vote on whether to hear the new information. If a majority of those present vote to hear the new information, it shall be received by the board or Ad Hoc Committee. If a majority do not vote to hear the new information, it shall not be received and it shall not be mentioned by either party.
- 6) The chairperson shall next call upon the student, his/her parent(s), guardian(s) or representative(s), to tell the board or Ad Hoc Committee why they think the decision of the Director should not be carried out. If the student desires to present new information and the board or Ad Hoc Committee has decided to hear that new information, the student should present the information before the student tells why the decision of the Director should not be carried out. The Director should be given an opportunity to ask questions about any new information presented and to cross-examine any witness giving new evidence. Board members should have the opportunity to ask questions concerning any new information following the questioning by the Director. All other questions of board members should be reserved until the Director has presented his/her response to the student's appeal.
- 7) The chairperson shall next call upon the Director to tell the board or Ad Hoc Committee why he/she thinks the Director's decision should be carried out. If the Director desires to present new information and the board or Ad Hoc Committee has decided to hear that new

information, the Director should present that information prior to any statement about why his/her determination should be carried out. The student, his/her parent(s) or guardian(s) or representative(s) should be given an opportunity to ask questions about any new information presented and to cross-examine any witness giving new information. board members should have the opportunity to ask questions concerning any new information following questioning by the student. All other questions of board members should be reserved until the Director has completed his/her response to the student's appeal.

- 8) Following completion of the presentation by both parties, the board members may ask questions about any matter in the record before the board or Ad Hoc Committee.
  - 9) The parties may not question one another except concerning new information which the board or Ad Hoc Committee has decided to hear.
  - 10) Following questions by board members, the chairperson should inquire whether either party wishes to make any other comment.
  - 11) The chairperson shall then close the meeting and inform the parties that the board or Ad Hoc Committee will deliberate privately on the appeal and inform the parties of its decision thereafter by personal delivery or certified or registered mail to the student.
- j) Following completion of the hearing on the appeal, the board or Ad Hoc Committee shall deliberate privately on the appeal. If the board or Ad Hoc Committee decides that more information is necessary for it to reach a decision, it may reopen the hearing and request any information from the parties. Each party has the right to be present during any additional hearing.
  - k) The decision of the board or Ad Hoc Committee must be based on the record before it.
  - l) The board or Ad Hoc Committee may alter the decision of the Director provided such alteration does not impose a more severe sanction on the student. Any sanction imposed by the Ad Hoc Committee must be consistent with the *Student Code of Conduct's* provisions regarding sanctions. The board has the authority to modify the penalty of a one calendar year expulsion on an individual case basis.
  - m) The decision of the board or Ad Hoc Committee must be made within three school days from the date of the closing of the hearing. This decision shall be personally delivered or sent by registered or certified mail to the student and his/her parents or guardian within one school day of the time the board or Ad Hoc Committee reaches its decision.

- n) There is no appeal to the Board of Education from a decision of the Ad Hoc Committee.
- c. Review of Expulsions (Other Than One Calendar Year Expulsions) That Will Remain in Effect for the First Semester of the Following School Year
  - 1) Within two weeks following the end of the school year, notices will be sent to parents of all students expelled for the first semester of the following school year. The notice will inform the parents of an automatic review of the student's expulsion and the opportunity to submit in writing newly discovered evidence or evidence of changes in circumstances to be considered by the hearing examiner during the review.
  - 2) The hearing examiner will automatically review all expulsions remaining in effect for the first semester of the following school year. Evidence received from the parent or student will be considered if received in the office of the hearing examiner by the first working day after July 4.
  - 3) The hearing examiner's decision will be based on a review of the written evidence and a recommendation advanced to the Director for a final decision. (A hearing will not be held.)
  - 4) In cases in which the expulsion under review was not appealed to the Ad Hoc Committee, the written decision of the Director will be sent to the parent/student no later than two weeks prior to the beginning of the new school year.
  - 5) If the Ad Hoc Committee took the final action to expel the student in the case under review, the student may be readmitted only if the recommendation of the hearing examiner and department head to readmit the student is affirmed by the board. In cases in which the expulsion under review was not appealed to the Ad Hoc Committee, the student may be readmitted by action of the department head without any further review by the board.
  - 6) Any decision by the board will be sent to the parent/student prior to the beginning of the school term.

### **STUDENT CODE OF CONDUCT**

The Board of Education believes school is an appropriate setting for all children and youth. The **Student Code of Conduct** is designed to support this concept by developing, through reasonable and consistent practices, appropriate student behavior patterns. Those behaviors and disciplinary actions set forth in the **Code** are designed to serve as learning experiences for students.

The Policy Section includes those behaviors having disciplinary actions that shall be carried out by the school building administrators. The Policy Section applies to conduct on school grounds, in a vehicle owned, leased or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee or at a school-sponsored activity or athletic event.

Compliance with the **Student Code of Conduct** is expected of all students. This **Student Code of Conduct** applies to secondary schools. Elementary school students will be disciplined as provided in the Elementary Student Behavior Guidelines.

## **POLICY SECTION**

### **Weapon (Guns and Firearms)**

Students are forbidden knowingly and intentionally to possess, use or transmit a firearm as defined in 18 U.S.C. 921.

Under 18 U.S.C. 921 the following are firearms:

1. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer; or
4. Any destructive device which includes:
  - (a) Any explosive, incendiary, or poison gas -
    - (i) bomb,
    - (ii) grenade,
    - (iii) rocket having a propellant charge of more than four ounces,
    - (iv) missile having an explosive or incendiary charge of more than one-quarter ounce,
    - (v) mine, or
    - (vi) device similar to any of the devices described in the preceding clauses;
  - (b) Any type of weapon by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter, and
  - (c) Any combination of parts either designed or intended for use in converting any device into any destructive device described in subparagraph (a) or (b) and from which a destructive device may be readily assembled.

The term "destructive device" shall not include any device which is neither designed nor redesigned for use as a weapon; any device, although originally designed for use as a weapon, which is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device; surplus ordnance sold, loaned or given by the Secretary of the Army pursuant to the provisions of federal law; or any other device which the Secretary of the Treasury finds is not likely to be used as a weapon, or is an antique.

**First Offense:** Expulsion for one calendar year. Law Enforcement will be contacted.

The term "firearm" does not include an antique firearm.

## **GUIDELINES SECTION**

The Guidelines Section includes behaviors and disciplinary actions that indicate to the student and parent(s) the seriousness of the behavior and at the same time provide the school personnel with an additional opportunity to aid the student to develop better self-discipline. In all situations, parental/guardian contact shall be made to provide for communication and cooperation in developing positive student behavior. The Guidelines Section applies to conduct occurring on school grounds, in a vehicle owned, leased or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee or at a school sponsored activity or athletic event. All student behavior listed in this section of the **Code of Conduct** violates the **Code** just the same as behavior listed in the Policy Section of the **Code**. However, these student offenses are listed here because for these offenses School District officials may impose, after



Careful consideration of these recommended consequences, an alternative consequence, either more or less severe, or school reassignment which is designed to aid the student, further school purposes or prevent interference with the educational process and which is otherwise authorized by Nebraska law.

## 1. VIOLATIONS AGAINST PERSONS

### a. Assault - School Employee or School Volunteer

For the purpose of this subdivision a student's intent may be inferred from the words and acts of the student. The term personal injury includes the infliction of pain for which first aid or medical attention is sought. Recklessness involves the creation of an unjustifiable risk of harm to others and a conscious (and sometimes deliberate) disregard for or indifference to that risk.

Assault on a School Employee or School Volunteer includes any one of the following:

1. Knowingly and intentionally using force to cause personal injury;
2. Knowingly and intentionally using force in attempting to cause personal injury;  
**First Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.
3. Recklessly causing personal injury;
4. Intentionally placing a school employee, or school volunteer in reasonable apprehension of immediate personal injury or otherwise physically threatening a school employee or school volunteer.  
**First Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

### b. Injuring a school employee who is attempting to break up or prevent a physical confrontation.

Students are forbidden by the use of violence or force to cause personal injury to a school employee who is attempting to break up or prevent a physical confrontation. Such use of violence or force constitutes a substantial interference with school purposes.

**First Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

### c. Sexual Assault

For purposes of this subdivision, sexual assault shall mean sexual assault in the first degree and sexual assault in the second degree as defined in Nebraska Statutes 28-319 and 28-320. Sexually assaulting or attempting to sexually assault any person or if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person is a violation of this **Code of Conduct**. Sexual assault or attempting to sexually assault any person is a violation of this **Code of Conduct** regardless of where or when the assault occurs.

**First Offense:** Expulsion for the remainder of the semester, and Mandatory Reassignment following completion of expulsion. Law Enforcement will be contacted.

### d. Assault - Student (Involving Injury)

For the purpose of this subdivision a student's intent may be inferred from the words and acts of the student. The term personal injury includes the infliction of pain requiring first aid or

medical attention. Recklessness involves the creation of an unjustifiable risk of harm to others and a conscious (and sometimes deliberate) disregard for or indifference to that risk.

1. Knowingly and intentionally using force to cause personal injury;  
**First Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.
2. Recklessly causing personal injury.  
**First Offense:** Short-term or Long-term Suspension. Law Enforcement will be contacted.

**e. Assault-Student (No Injury)**

Attempting to cause injury to another person; intentionally placing another person in reasonable apprehension of imminent personal injury.

**First Offense:** Short-term suspension. Law Enforcement will be contacted.

**Second Offense:** Short-term or Long-term Suspension. Law Enforcement will be contacted.

**Third Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

**f. Assault - Any Person other than a School Employee, School Volunteer or Student**

For the purpose of this subdivision a student's intent may be inferred from the words and acts of the student. The term personal injury includes the infliction of pain for which first aid or medical attention is sought. Recklessness involves the creation of an unjustifiable risk of harm to others and a conscious (and sometimes deliberate) disregard for or indifference to that risk.

Assault includes any one of the following:

1. Knowingly and intentionally using force to cause personal injury;
2. Knowingly and intentionally attempting to cause personal injury;
3. Recklessly causing personal injury;
4. Intentionally placing the person in reasonable apprehension of immediate personal injury or otherwise physically threatening a person other than a school employee, school volunteer or student.

**First Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

**g. Weapon (Knives and Other Dangerous Weapons)**

Students are forbidden knowingly and intentionally to bring to school, possess, handle, transmit or use any knife, or other dangerous weapons.

Dangerous weapons (other than firearms/guns) shall include: (a) knives of all kinds, including pocket knives, regardless of the length of the blade, dirks, or stilettos of any type, or any other dangerous instrument capable of inflicting cutting, stabbing, or tearing wounds; or (b) knuckles and brass or iron knuckles that consist of finger rings or guards made of a hard substance that is designed, made, or adapted for the purpose of inflicting serious bodily injury by striking a person with a fist enclosed in the knuckles.

It is not a defense to a charge of possessing, handling, transmitting or using a weapon that the student did not intend to hurt anyone.

**First Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

**h. Weapon (Weapons Other Than Firearms/Guns, Knives or Other Dangerous Weapons as Defined in Policy Section 1.d. and Guidelines Section 1.d.)**

Students are forbidden knowingly and intentionally to possess, handle, transmit or use any instrument that is generally considered a weapon.

Any object which could be used to injure another person and which has no school related purpose for being at the time in the student's possession will be considered a weapon for purposes of this **Code**.

The following are examples of objects generally considered to be weapons in this section of the **Code**: Ammunition, lead pipes, chains, chuck-sticks, throwing stars, darts, black-jacks, unauthorized tools, fireworks, or chemicals.

It is not a defense to a charge of possessing, handling, transmitting or using a weapon that the student did not intend to hurt anyone.

**First Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

**i. Guns – Other**

Guns, including antique firearms, BB guns, paint ball, “air soft” guns, dart guns, or pellet guns which are not firearms as defined above are considered dangerous weapons. Students are forbidden knowingly and intentionally to possess, use, or transmit any such gun.

**First Offense:** Expulsion. Remainder of the semester. Law enforcement will be contacted.

**j. Fighting**

Fighting is mutual, physical combat. Fights are of two different kinds:

1. More serious fights:

These are fights that either:

- (a) result in injury to a student;
- (b) result in a disruption involving large numbers of students;
- (c) have the potential for continued fighting.

**First Offense:** Short-term suspension 1-5 days. Referral to Community Counselor.

**Second Offense:** Short-term or Long-term Suspension.

**Third Offense:** Expulsion. Remainder of the semester.

2. Less serious fights:

These are fights that do not result in injury or in any disruption of the school other than the disruption caused by the fight itself.

**First Offense:** Student Success Center 1-3 days, Saturday School or Suspension After School.

**Second Offense:** Student Success Center 3-5 days, Saturday School or Suspension After School.

**Third Offense:** Short-term suspension.

**Fourth Offense:** Long-term Suspension or Expulsion. Remainder of the semester.

Any fight, whether more serious or less serious, may be punished more severely if the students who are fighting do not stop fighting when a school employee orders them to stop.

**The type of punishment recommended by the building administrator will depend on the severity of the situation.**

**k. Verbal or Written Abuse to Staff (Threatening)**

Disrespectful language to a staff member that is threatening in nature.

**First Offense:** Short-term suspension and Threat Assessment.

**Second Offense:** Reassignment and Threat Assessment.

**Third Offense:** Expulsion. Remainder of the semester.

**l. Verbal, Written or Physical Abuse to Staff (Non-threatening)**

Language or behavior that is disrespectful to a staff member.

**First Offense:** Student Success Center 1-5 days, Saturday School or Suspension After School.

**Second Offense:** Student Success Center 1-5 days, Saturday School or Suspension After School.

**Third Offense:** Student Success Center 3-5 days, Saturday School or Suspension After School.

**Fourth Offense:** Short- or Long-term Suspension.

**m. Harassment**

Harassment of another student or school employee, agent or official on the basis of the person's gender, sexual orientation, race, color, age, religion, national origin, marital status or disability.

Harassment includes any physical or verbal conduct or graphic/written material which is related to a person's gender, sexual orientation, race, color, age, religion, national origin, marital status or disability and which:

1. Has the purpose or effect of creating an intimidating, hostile or offensive school environment;
2. Has the purpose or effect of substantially or unreasonably interfering with a student's school performance; or
3. Otherwise adversely affects a student's school opportunities.

Examples of prohibited harassment include, but are not limited to, the following:

1. Unwelcome, intentional touching or grabbing of another student's intimate parts or the clothing covering a student's intimate parts.

**First Offense:** Short-term suspension. Referral to Community Counselor. Law Enforcement will be contacted if such touching is sexual assault in the third degree or sexual assault on a child as defined in Nebraska Statutes 28-320 and 28-320.01.

**Second Offense:** Long-term suspension. Law Enforcement will be contacted if such touching is sexual assault in the third degree or sexual assault on a child as defined in Nebraska Statutes 28-320 and 28-320.01.

**Third Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted if such touching is sexual assault in the third degree or sexual assault on a child as defined in Nebraska Statutes 28-320 and 28-320.01.

2. Explicit and offensive sexual references or gestures;
3. Name calling or taunting on the basis of a student's gender, sexual orientation, race, color, religion, national origin or disability;
4. Language of any kind, including graffiti, which is disparaging, demeaning or threatening to others on the basis of their gender, sexual orientation, race, color, religion, national origin or disability, such as epithets or vulgar or profane jokes; and
5. Any other verbal or physical conduct which, judged from the perspective of a reasonable student of the same gender, sexual orientation, race, color, religion, national origin, or disability as the student claiming he or she was harassed, creates a hostile school environment.

**First Offense:** Short-term Suspension. Referral to Community Counselor.

**Second Offense:** Short-term (1-5 days) or Long-term Suspension.

**Third Offense:** Expulsion. Remainder of the semester.

#### n. False Allegations Toward Staff

Any knowingly or recklessly false allegation against a staff member, written, spoken or otherwise communicated which is harmful to the reputation of the staff member, or which may impede the ability of the staff member to perform assigned duties.

**First Offense:** The type of consequence recommended by the building administrator will depend on the severity of the offense.

#### o. Bullying

Bullying includes any written or verbal expression, electronic abuse, physical act, or gesture or a pattern thereof that is intended to cause distress upon one or more students.

**First Offense:** Short-term suspension or reassignment

**Second Offense:** Long-term suspension or reassignment.

**Third Offense:** Expulsion. Remainder of the semester.

#### Section 6.33, Policy on Bullying

Bullying is a violation of the Student Code of Conduct and the Elementary Student Behavior Guidelines. The Board of Education seeks to prevent bullying and to further these efforts, annual education shall be provided for all students on what constitutes bullying and bullying prevention. The education on bullying may include, but is not limited to:

- The definition of bullying;
- The discipline consequences for students who engage in bullying;
- The expectations of the school district for students who witness bullying; and
- The procedures for reporting incidents of bullying.

Neb. Rev. Statute 79-267, section 79-2, 137

## 2. VIOLATIONS AGAINST PROPERTY

### a. Theft

Stealing or attempting to steal property of substantial value greater than \$25.00. The parent or guardian shall also be liable to the School District for all property belonging to the School District, loaned to the student, and not returned on demand of the employee of the District authorized to make the demand.

**First Offense:** Restitution and suspension. If no restitution, expulsion for the remainder of the semester. Law Enforcement will be contacted.

**Second Offense:** Restitution and type of consequence recommended by the building administrator will depend on the severity of the offense. If no restitution, expulsion for the remainder of the semester. Law Enforcement will be contacted.

**b. Willfully Causing, Assists in Causing or Attempting to Cause Substantial Damage to Property**

Any student who willfully causes or assists in causing substantial damage or attempts to cause substantial damage in any way to any property, real or personal, is subject to disciplinary action. The parent or guardian shall also be liable to the School District for all property belonging to the School District, loaned to the student, which is returned to the District in substantially damaged condition.

**First Offense:** Restitution and suspension. If no restitution, expulsion for the remainder of the semester. Law Enforcement will be contacted.

Substantial damage is defined as \$25.00 or greater in material and/or labor to resolve the property damage.

**c. Arson**

Intentionally setting or attempting to set a fire on or in school property.

**First Offense:** Expulsion. Remainder of the semester. Referral to Law Enforcement and the Fire Marshall.

**d. Extortion**

Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student.

**First Offense:** Short-term suspension and restitution. Law Enforcement will be contacted.

**Second Offense:** Short-term or long-term suspension and restitution. Law Enforcement will be contacted.

**e. False Alarm/Bomb Threat**

**First Offense:** Expulsion. Remainder of the semester and referral to Law Enforcement and the Fire Marshall.

**f. Reckless Damage to Property**

Any student who recklessly damages in any way real or personal property, is subject to disciplinary action. The parent(s) or guardian shall also be liable to the School District for all property belonging to the School District loaned to the student, which is returned to the District in substantially damaged condition.

**First Offense:** Short-term suspension of 5 days and restitution or other appropriate discipline as authorized by Section 79-258 of the Nebraska Statutes should restitution not be made.

**Second Offense:** Long-term suspension and restitution.

### 3. VIOLATIONS AGAINST PUBLIC DECENCY AND GOOD MORALS

#### a. Public Indecency

Staff will utilize the definition for Public Indecency as found in Nebraska Statute 28-806. This offense applies to any student at least twelve years of age.

**First Offense:** Short-term suspension.

**Second Offense:** Long-term suspension. Law Enforcement will be contacted.

#### b. Vulgarity/Profanity

Written or oral language that is disgusting and/or repulsive, but does not constitute harassment.

**First Offense:** Student/parent(s) notification and detention.

**Second Offense:** Student Success Center 1-5 days, Saturday School or Suspension After School.

**Third Offense:** Short-term suspension.

#### c. Possession of Obscene or Pornographic Literature Materials or Electronic Image

Students are prohibited from possessing pornographic or obscene books, magazines, pictures or material of any kind.

**First Offense:** Student Success Center 1-3 days, Saturday School or Suspension After School.

**Second Offense:** Short-term suspension.

**Third Offense:** Long-term suspension. If the item(s) possessed are in violation of Nebraska obscenity statutes, law enforcement will be contacted whether the offense is committed the first, second or third time.

**Sexting** – The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring, or sharing obscene, pornographic, lewd, or otherwise illegal images or photographs will be subject to the disciplinary procedures of the school district; and reported to law enforcement and/or other appropriate state or federal agencies, which may result in arrest, criminal prosecution, and lifetime inclusion on sexual offender registries.

### 4. VIOLATIONS AGAINST PUBLIC HEALTH AND SAFETY

It is the position of the Omaha Public Schools that the unlawful use and abuse of drugs, alcohol, controlled substances, imitation controlled substances and non-controlled substances by students is harmful and wrong. As part of the Omaha Public Schools' Comprehensive Drug Prevention Program, students who violate the **Code of Conduct** prohibitions concerning these substances will be severely disciplined.

#### a. Possession or Use of Drugs, Alcoholic Beverages, Controlled Substances, or Imitation Controlled Substances or Being Under the Influence of Drugs, Alcoholic Beverages, Controlled Substances, or Imitation Controlled Substances.

Possession includes any knowing and voluntary having, taking, receiving or handling of drugs, alcoholic beverages or controlled/imitation controlled substances.

A student is considered to be under the influence when there is evidence the student has consumed an alcoholic beverage or a controlled/imitation controlled substance and there is an impairment of the student's ability to think and act correctly and efficiently.

Evidence of consumption may include the odor of alcohol on the student's breath, the odor of marijuana on the student's breath or person, other physical signs of consumption and the testimony of reliable witnesses that the student did consume alcohol or a controlled/imitation controlled substance prior to coming on to school grounds or on to a vehicle owned, leased or contracted by a school being used for a school purpose or into a vehicle being driven for a school purpose by a school employee or by his or her designee or attending a school sponsored activity or athletic event.

Evidence of impairment of a student's ability to think and act correctly and efficiently may include rapid mood swings, vomiting, slurring of words, lack of motor control and balance, glassy eyes and difficulty in orienting to time and place.

**First Offense:** Long-term suspension for nineteen (19) school days and completion of a district substance abuse assessment, evidence of a meeting with school social worker, community counselor, school counselor, or other district-approved personnel, to review completed assessment. Completion of assessment and evidence of meeting with designated school official may reduce the length of the suspension. Parents/guardians may choose to enroll their student in a chemical dependency program at their own expense, in lieu of the district assessment. Failure to complete the substance abuse assessment and meeting with designated school staff will result in expulsion for one semester. Law Enforcement will be contacted.

**Second Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

**b. Selling, Distributing, Intent to Distribute, or Attempted Distribution of Drugs, Alcoholic Beverages or a Controlled/Imitation Controlled Substance**

Evidence of an intent or attempt to distribute may include possession of quantities of prohibited substances greater than those reasonably considered for personal use; possession of paraphernalia associated with distribution of prohibited substances, such as but not limited to possession of scales, bags, and foil; and evidence of an exchange of prohibited substances.

**First Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

**Abuse of Non-Controlled Substances/Unauthorized Inhalants**

Students shall not abuse non-controlled substances/inhalants (any chemical, or substance for which the student does not have parental permission to possess) and that the student uses or attempts to use to change his/her mood or behavior).

**First Offense:** Long-term suspension for nineteen (19) school days and completion of a district substance abuse assessment, evidence of a meeting with school social worker, community counselor, school counselor, or other district approved personnel, to review completed assessment. Completion of



assessment and evidence of meeting with designated school official may reduce the length of the suspension. Parents/guardians may choose to enroll their student in a chemical dependency program at their own expense, in lieu of the district assessment. Failure to complete the substance abuse assessment and meeting with designated school staff will result in expulsion for one semester. Law Enforcement will be contacted.

**Second Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

#### d. Tobacco – Use of

Students found to be in use of tobacco while in the school building, or on school grounds.

**First Offense:** Confiscation of item and parent contact.

**Second Offense:** Student Success Center 1-5 days, Saturday School or Suspension After School.

**Third Offense:** Short-term (1-3 days) suspension.

**Fourth Offense:** Short-term (1-5 days) suspension.

### 5. VIOLATIONS AGAINST TRAFFIC REGULATIONS

#### a. Careless Driving

Driving on school grounds carelessly or without due caution so as to endanger a person or property.

**First Offense:** Short-term suspension, with Law Enforcement contact and evidence the student completed a class sponsored by the Safety and Health Council register for Alive at 25 or Attitudinal Dynamics of Driving at [www.safenebraska.org](http://www.safenebraska.org) or go to the office at 11620 M Circle; fee required). Failure to complete the required class may result in expulsion for one semester.

**Second Offense:** Expulsion. Remainder of the semester. Law Enforcement will be contacted.

#### b. Parking

Parking in an unauthorized area on school property.

**First Offense:** Student conference.

**Second Offense:** Student/parent conference and Student Success Center 1-3 days, Saturday School or Suspension After School.

**Third Offense:** Student Success Center 1-5 days, Saturday School or Suspension After School.

### 6. OTHER VIOLATIONS

#### a. Truancy

**First Offense:** Student Success Center 1-3 days, Saturday School or Suspension After School and a student/parent(s) conference.

**Second Offense:** Student Success Center 3-5 days, Saturday School or Suspension After School and a student/parent(s) conference.

**Third Offense:** School officials will continue to work with student and parent(s) as identified in state statutes.

**b. Unauthorized Visit to Other Campuses**

1. Any offense committed by a student on school grounds other than those of the school to which the student is assigned or at any school sponsored activity or athletic event shall be punished in the same manner as if the offense had been committed at the student's assigned school.
2. An unauthorized visit to another campus.

**First Offense:** Student Success Center 1-5 days, Saturday School or Suspension After School and a student/parent(s) conference. Student may receive a "No Trespassing" letter and possible ticket from School Resource Officer.

**Second Offense:** Student Success Center 3-5 days, Saturday School or Suspension After School.

**Third Offense:** Short-term suspension.

**c. Bus Misconduct**

Any offense committed by a student on a district owned, leased or contracted bus being used for a school purpose shall be punished in the same manner as if the offense had been committed at the student's assigned school.

**d. Unauthorized Use of a Camera, Video Device, Personal Device that attaches to the school/district network, Cell Phone or Recording Device**

Student possession or use of cameras / video devices without explicit prior written authorization of the principal is prohibited.

**First Offense:** Student Success Center 1-3 days, Saturday School or Suspension After School and confiscation of camera/video device/cell phone with return only to parent(s)/guardian following a conference.

**Second Offense:** Confiscation of camera/video device/cell phone until the end of the semester, parent(s) conference and Short-term suspension.

**Third Offense:** Confiscation of camera/video device/cell phone until the end of the school year. Long-term suspension.

**e. Unlawful Activity or Activity which is Threatening or Intimidating**

1. Unlawful activity: Engaging in any activity forbidden by the laws of the State of Nebraska, including any Federal laws, not otherwise specifically covered herein, which constitutes a danger to other students or interferes with school purposes.

**The type of consequence recommended by the building administrator will depend on the severity of the offense.**

Law enforcement will be contacted.

2. Use of violence, force, coercion, threat, intimidation or similar conduct in a manner that constitutes a substantial interference with school purposes and which is not otherwise specifically prohibited by other provisions of the **Student Code of Conduct**.

**The type of consequence recommended by the building administrator will depend on the severity of the offense.**

Law enforcement will be contacted if the activity is also forbidden by the laws of the State of Nebraska.

**f. Aiding and Abetting a Violation of Nebraska Law and/or Federal Law**

Aiding and abetting the commission of any offense under the **Student Code of Conduct** which is also forbidden by the Laws of Nebraska and/or Federal Law is prohibited. Aiding and abetting an offense means that:

1. The student demonstrated support, encouraged or intentionally helped another person commit the offense; and
2. The student knew that the other person intended to commit the offense or expected the other person to commit the offense; and
3. The other person in fact committed the offense.

**The type of consequence recommended by the building administrator will depend on the severity of the offense and the level of aiding and abetting.**  
Law enforcement will be contacted.

**g. Repeated Violations**

This is to provide staff with a disciplinary action that may be used in the event a student violates two (2) or more of the **Code of Conduct** provisions or violates other school rules two or more times; and such violations constitute a substantial interference with school purposes.

**The type of consequence recommended by the building administrator will depend on his/her interpretation of the degree of severity of the various offenses.**

**h. Behavior Rules For Students Using School Computers and Networks**

The use of computers, whether stand-alone, or as a part of a local area network, or as part of a wide area network such as the Internet, is a privilege, not a right, and must be consistent with and driven by the educational objectives of the Omaha Public Schools. Any use that is not consistent with these objectives is prohibited.

Computers and all associated networks, communication facilities, data storage and transfer devices, printers, scanners, peripherals, and other associated equipment or facilities (referred to as "computing facilities") are owned by the school district. The school district exercises exclusive control over this school property, and students should not expect privacy regarding their use of any computing facilities because school district property is subject to search and inspection at any time by school officials. This search and inspection includes but is not limited to electronic mail, Internet access, network access, file storage and transfer, and any personal computing, communication, and data storage devices used in conjunction with the computing facilities. Students are responsible for any use of computing facilities made by or through their account. Students are responsible for whatever is contained in computer files assigned to them.

Any student engaging in the behaviors identified below upon first offense will be denied access to the computing facilities for 15 school days or the remainder of the school year whichever comes first. Upon second offense the student will be denied access for 90 school days or the remainder of the school year whichever comes first. Upon the third offense the student will be denied access for 180 school days or the remainder of the school year whichever comes first. The disciplinary action prescribed by these rules may be supplemented by disciplinary action permitted by any other policy or practice of the

Omaha Public Schools or by individual school rules as provided to the student in writing prior to its enforcement.

Students using computing facilities to access the Internet, an international computer network, are able to access computers and people all over the world. Sites exist on the Internet that contain illegal, indecent, defamatory, inaccurate, or offensive material. The Omaha Public Schools does not condone students access to unsuitable materials, and it maintains software designed to prevent student access to such materials. The Omaha Public Schools also recognizes that it cannot control the information on other computer systems and that it may not be physically possible to screen out all such inappropriate information and materials. All student Internet activities are subject to being monitored.

**Online Safety and Privacy** -- Students are reminded to follow the safe Internet communications practices outlined below:

- A. Never tell anyone personal information about yourself.
- B. Never meet anyone in person whom you have met online.
- C. Remember never to write any personal things about yourself in your online profile.
- D. Be civil and polite online.
- E. If people are conducting themselves poorly online, leave and report the conduct to a teacher.
- F. Report any activity that makes you uncomfortable or if someone sends you inappropriate e-mail.
- G. Remember that you never really know who the other person is online.
- H. Don't do things online that you know you wouldn't do in real life.

**It is the primary responsibility of the parent(s) and guardian(s) to establish and convey the standards that their child or ward should follow.** In support of parent(s) and guardian(s) the Omaha Public Schools will enforce the minimum appropriate computer use standards set out below. If a student uses a computer or the Internet inappropriately, he or she will be subject to the disciplinary actions stated above.

Inappropriate use of computing facilities shall be defined as:

1. The creation, display, access, transmission, reception, exchange or distribution of any text, image or sound that is indecent, obscene, racist, sexist, pervasively vulgar, defamatory, illegal, or that promotes harm to self or others or otherwise in violation of the Omaha Public Schools Internet Safety Policy. (Disciplinary action may be supplemented by Guidelines Section 3.a. and 3.c. of the **Student Code of Conduct**).
2. Using computing facilities to harass or threaten individuals or groups. (Disciplinary action may be supplemented by Guidelines Section 1.i. of the **Student Code of Conduct**).
3. Vandalizing computing facilities. This includes any attempt to alter or destroy data of another or to endanger the integrity of a computer or computer network or the data stored thereon (including the introduction of any virus, time bomb, trojan horse or the like), any deletion of or alteration to system files or data, and damaging equipment. The unauthorized examination or copying of files or data belonging to others is also defined as vandalism. (Disciplinary action may be supplemented by Guidelines Section 2.c and Policy 2.b of the **Student Code of Conduct**).
4. Violating copyright law. This includes using unauthorized copies of software, music, photographs, movies or any other audiovisual or multimedia work and making, transmitting, receiving, exchanging and/or distributing such unauthorized copies.

- Violating copyright laws will be considered theft. (Disciplinary action may be supplemented by Guidelines Section 2.a of the **Student Code of Conduct**).
5. Plagiarizing computer-based copyrighted materials in reports and assignments is also defined as inappropriate use. (Disciplinary action may be supplemented by Guidelines Section 2.a of the **Student Code of Conduct**).
  6. Gaining or attempting to "hack" or otherwise gain unauthorized access to computers, computer networks, or computer files or data. This includes, but is not limited to, exceeding the authority granted or attempting to evade security restrictions or software designed to prevent or monitor inappropriate access to the Internet or networks.
  7. Gaining or attempting to gain unauthorized access to a personal account or file of another individual.
  8. Forgery of or interference with electronic mail messages. This includes impersonation of another person while sending e-mail messages, using a false or anonymous name, age, gender or identifier, and the reading, deleting, copying or modifying of any other person's electronic mail.
  9. Using computers or computer networks to commit, facilitate, encourage or promote illegal acts.
  10. Using computers or computer networks to commit, facilitate, encourage or promote the unauthorized or fraudulent use of a credit card.
  11. Using computers or computer networks for a non-educational purpose, such as advertising, games, or commercial purposes (Refer to Guidelines page 19 "Advertising in the Schools").
  12. Giving another individual a personal password or letting another individual use a personal account.
  13. Knowingly introducing materials forbidden by the Omaha Public Schools into the Omaha Public Schools computers and/or systems via any electronic storage media. This is defined as indecent, obscene, racist, sexist, pervasively vulgar, defamatory, offensive, or illegal material, or materials promoting harm to self or others. (Disciplinary action as outlined above may be supplemented by Guidelines Section 3.a. and 3.e. of the **Student Code of Conduct**.)

Administrators will make a contact in writing and, if possible, verbally, informing the parent of the situation and decision regarding any loss of computer access. Due process procedures for short-term suspensions will be followed, except where imposition of a more severe penalty under the **Student Code of Conduct** dictates a different procedure.

#### i. **Laser Pointers**

Student possession or use of a laser pointer without explicit prior written permission of the principal is prohibited.

**First Offense:** Student Success Center 1-3 days, Saturday School or Suspension After School and confiscation of the laser pointer with return only to parent/guardian following a conference.

**Second Offense:** Confiscation of laser pointer until the end of the semester, parent/guardian conference and Short-term suspension.

**Third Offense:** Confiscation of laser pointer until the end of the school year. Long-term suspension.

## j. Other Offenses

Offenses not covered in the Policy Section or Guidelines Section may be subject to disciplinary penalties as administered in the past provided all students have been properly notified of the school rules covering the offenses as well as the possible penalties for violating school rules.

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extra-curricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

## WEAPON POSSESSION

Students may not be in possession of weapons of any type. If at any time a student discovers that he or she has possession of a weapon **other than a firearm/gun** the student must immediately turn the weapon in to the nearest teacher, counselor, administrator or other school staff person. If the student immediately turns in a weapon, the student will not face the consequence for weapon possession. If, however, the student continues to possess the weapon, to go on to further classes, to display the weapon to other students, or otherwise does not take the immediate action of reporting, the student will be subject to expulsion as defined in the **Code of Conduct**.

### 6.08 Dismissal of Students

- a. No school or grade may be dismissed before the regular hour for dismissal except with the approval of the Office of the Superintendent of Schools.
- b. No teacher may permit any individual student to leave school prior to the regular hour of dismissal except by permission of the principal.
- c. No student may be permitted to leave school prior to the dismissal hour at the request of or in the company of anyone other than a school employee, police officer, court official, parent, or legal guardian of the child, unless the permission of the parent or legal guardian has been first secured. If any police or court official requests the dismissal of a student during school hours, parents should be notified as soon as possible.

### 6.09 Student Interviews

- a. Individual students may not be interviewed by any person, except an employee of the Board of Education, without the approval of the principal.
- b. No principal shall grant such an interview unless deemed essential to the welfare of the child or unless it is required by court order.

## 6.10 Excursions or Errands

- a. Students taken on excursions or field trips within the vicinity of Omaha in the interest of class activities must have the approval of the principal in advance, and wherever transportation is involved in such excursion, the consent of the parent or guardian is necessary prior to the excursion. The principal shall also be satisfied as to liability for insurance in the event any other carrier except a school bus is used.
- b. Students may not perform errands or act as messengers between schools located on different campuses during school hours without the approval of the principal and the permission of the parents.

## 6.11 School Trips (Revised 11/5/07)

School groups, teams, or school organizations may not take trips involving distances of over 150 miles from Omaha without the written permission from the Superintendent of Schools.

Nor may any employee use their assigned position, the name of the school, or any school organization to promote or participate in any enterprise involving trips of any distance for travel, sightseeing, attendance at any athletic event not sponsored by an Omaha or Nebraska high school, or for any reason requiring an expenditure of money on the part of the students or their parents. This prohibition also applies to trips during vacation periods or during the summer months.

## 6.12 Use of Student Records (Revised 9/03/86)

- a. The Board of Education of the School District of Omaha authorizes the schools to collect, maintain, secure, and disseminate information of a personal nature on students and former students in compliance with the provisions of the "Family Educational Rights and Privacy Act of 1974," (Federal P.L. 93-380) and the *Nebraska State School Law* (79-2,104) and to destroy records as provided for in the *Nebraska State School Law* (79-539).
- b. School records pertaining to the individual child may be used only for the promotion or welfare of the student and shall not be made available to any outside person or agency unless it is clear that such person or agency will use the records to the advantage of the child or family.
- c. No teacher may give information from a child's record to anyone outside the school staff without the permission of the principal.
- d. The district shall provide student records to other school systems or institutions at no charge upon the student's transfer in accordance with criteria established in the *Practices and Procedures* of the School District of Omaha.
- e. Students or their parents and/or guardians may inspect, review, and/or obtain copies of the student's records upon request. Students or their families may be assessed a fee to cover reproduction costs.

### **6.13 Lists of Names of Students (Revised 2/21/07)**

The superintendent of schools or designee is authorized to release copies of lists of student names who have not requested that the information remain private to local schools and colleges, military authorities, or other agency with legitimate educational interest. No other employee of the schools may furnish copies of lists of names and addresses of students to anyone other than school officials. Access to lists of student names and publication of student directories shall be governed by the requirements of the federal Family Educational Rights and Privacy Act (FERPA).

### **6.14 Safety and Fire Patrols**

- a. The principal of each school may organize safety patrols to control the traffic of students at street crossings near the school. Students serving on such patrols must have written consent of parents. Student patrol members and adult crossing aides shall be instructed carefully in the duties and procedures of handling student traffic.
- b. Student fire patrols may be organized in each school to inspect the premises for fire hazards, to act as leaders during fire drills, and in general, to assume such duties as to promote safety against fire.

### **6.15A Advertising in the Schools (Revised 4/2/07)**

Students, staff members, or the facilities of the schools may not be used in any manner for advertising or promoting the interest of any community or nonschool agency or organization without the approval of the Board of Education. Exceptions to the above rule are:

- a. The superintendent of schools or designee may cooperate in furthering the work of any nonprofit, community-wide social service agency provided such cooperation does not infringe on or diminish the amount of time devoted to the school program.
- b. Any person or organization seeking to distribute fliers or announcements concerning non-school events to a substantial number of students must contact the Office of Public Information. This office provides a monthly publication that serves as a vehicle for community information and is distributed to all elementary students in the school district.
- c. The superintendent of schools or designee may authorize the use of films, videos, compact discs and materials which simply bear the name of the production company, but which do not in any way involve a program or the presence of any agent in classrooms. Any appeal by a student from a determination by the Office of the Superintendent that the material the student submitted may not be distributed shall be heard and decided by the Board of Education within five school days of receipt by the director of a written request for a hearing before the board.
- d. Elementary and middle schools may produce school newsletters and/or newspapers, but may not sell advertising for these publications. However, because of some secondary specialized curriculum areas, (e.g. Journalism, theater, performing arts, etc.), advertising space for publications such as student newspapers, sports rosters, theater productions and yearbooks is permitted. The middle/high school principal will have final approval of all advertising in all school publications.



- e. With the exception of district-approved Adopt-A-School partners, no school district property, equipment, facility or space may be utilized for advertising purposes.

#### **6.15B Naming of Building Additions/Projects/Renovations (Revised 4/2/07)**

- a. Upon approval by the Board of Education, contributions of fifty percent or more of the cost of a school renovation project will be recognized by a plaque or sign at the school or other building renovated. Specifications for signs or plaques shall be approved by the Superintendent of Schools for any renovation project to which this policy applies.
- b. For the purpose of this provision, the naming of facility additions, projects or renovations may be considered. Such naming considerations will be consistent with School Board policies and will reflect not only the donor's financial support, but also the donor's commitment to the mission, vision and goals of the School District.

#### **6.16 Campaigns or Activities for Raising Money (Revised 3/5/07)**

- a. Except as hereinafter noted, public school students shall not be requested on, in or about the premises of the Board of Education to participate in any organized campaign to raise funds for any purpose, nor may teachers permit such campaigns or drives within their classrooms. The only community drive officially recognized and permitted on school premises by the Board of Education is that organized by the United Way of the Midlands. It is the intent of this rule that all such drives for funds shall be consolidated with the United Way of the Midlands and that all funds so raised be allocated to the various participating agencies by the proper officers of the United Way of the Midlands.
- b. In the conduct of any campaign for funds, no quotas may be set for students, and donations must be entirely voluntary without any pressure which compares the giving of one student with the giving of another.
- c. At the secondary level, fund-raising activities are permitted to maintain co-curricular activities which are not totally self-supporting. A relevant need must be established before fundraising activities are begun. Proceeds from such activities may be spent only for the purpose for which the fund was created. All such drives must have the approval of the principal to assure proper procedures are followed.
- d. Fundraising activities sponsored by the parent organization for the school are permissible as long as they do not detract from the instructional program of the school, assure that participation on the part of students, parents, and staff is entirely voluntary, and are held with the single purpose of benefiting the children within the school and community.
- e. Students volunteering to participate in fundraising activities are not permitted by the school district to engage in door-to-door solicitation.
- f. Participation in athletic contests, all-star games, or games for commercial or charitable purposes is prohibited since such activities are in violation of the spirit and letter of the rules of the Nebraska High School Activities Association.
- g. General fundraising opportunities for district needs will be coordinated through the Omaha Schools Foundation, a 501 C (3) non-profit organization.

### **6.17 Fees and Royalties (Revised 3/5/07)**

- a. No employee may charge a student a fee for any service rendered the student on the school premises or for any teaching service connected with the school system. Tutoring one's own students for pay is prohibited.
- b. No employee may purchase for sale to students any goods or equipment of any kind or render any commercial service to the school system on a commission basis, nor may employees receive royalties on books or materials which they have written and which have been sold for use in the school system during their tenure of office in the organization.
- c. Authorized sale of all merchandise to students through regular high school stores, through the classrooms, or through any other agency of the school shall be on a cost basis. All such costs shall be as low as possible without incurring a financial loss to the school district.

### **6.18 Private Teaching in Schools (Revised 4/2/07)**

Public school buildings may not be used for private teaching for which a tuition charge is made either by staff members employed by the school district or by any other outside agencies or persons except as permitted under certain reciprocal agreements for use of facilities with organizations such as the University of Nebraska, American Red Cross, City of Omaha, and formal school partner organizations.

### **6.19 Contests and Awarding of Prizes**

Contests and activities which are sponsored by outside agencies and which involve participation by students or granting of awards or prizes to students shall not be announced or permitted in the schools unless approved by the Office of the Superintendent of Schools. Such activities must be adjudged to have educational value for the participants before permission may be granted. The giving of prizes and awards to individual students shall be discouraged.

### **6.20 Sectarian Instruction**

Sectarian instruction of any kind is prohibited in the schools.

### **6.21 Secret Organizations (Revised 3/5/07)**

- a. Under state law, Sections 79-2,101, 79-2,103, and 79-2,102, it is "unlawful for the students of any public high school to participate in or be members of any secret fraternity or secret organization whatsoever that is in any degree a school organization." The Board of Education is further empowered to deny to any student who violates the law any or all privileges of the school, or it may expel such students for failure or refusal to comply with the law. The law makes it a misdemeanor for any person, whether a student or not, to go upon school grounds or within any school building for the purpose of rushing or soliciting any student to join such secret club, even though organized outside of the schools.
- b. Participation shall include membership, pledging, and attendance at meetings or social gatherings, the purpose of which is to bring together the members of any secret fraternity, sorority, or substitute therefore, whether made up wholly or largely of present or former

members. The wearing of any ring, pin, or insignia of such organization or having any connection with any organization which comes within the scope and spirit of the law is also prohibited.

- c. Any student who violates the law and this policy of the Board of Education shall, by such action, immediately forfeit all privileges of participating in any extra-curricular activities, honors, or offices whatsoever in any of the public high schools of Omaha.
- d. Copies of this policy shall be sent to all parents of students in the middle and high schools.

## **6.22 The Study of Controversial Issues**

- a. Controversial issues arise from conflicts within the cherished interests, beliefs, or affiliations of large groups of our citizens. Such issues involve important proposals or policies upon which our citizens hold different points of view. The American heritage and our established traditions are not controversial. Most of the school curriculum is composed of established truths and accepted values.

Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and free access to information are among our most cherished traditions. Only through the study of such issues - political, economic, or social - does youth develop abilities needed for citizenship in our democracy.

- b. Without minimizing the importance of established truths and values, it shall be the policy of the Omaha Public Schools to foster dispassionate, unprejudiced, scientific studies of controversial issues in an atmosphere free from bias and prejudice.
- c. The teacher shall serve as an impartial moderator and shall not attempt either directly or indirectly to limit or control the judgment of students on controversial issues. It is the intent of this policy that the teacher shall foster the study of such issues rather than teach a particular viewpoint in regard to them.
- d. The above policy defines the study of controversial issues in terms of the rights of students rather than in terms of the rights of teachers. Students shall have the right to study issues which are in accordance with their maturity, shall have the right of free access to all relevant materials including those which circulate freely in the community, shall have the right to study under competent instruction in an atmosphere free from partisanship, and shall have the right to express their own opinions on controversial issues without jeopardizing relationships with their teachers or the school.

## **6.23 Do Not Resuscitate/Do Not Intubate (DNR/DNI) Requests (4/05/95)**

Because of the complexity and severity of the medical conditions of some students, parents/guardians may request school staff to withhold care of their child in the event of a life-threatening situation.

When any student experiences sudden illness or injury, the role of staff is to render first aid and, in life-threatening emergencies, to immediately summon rescue squad assistance (911).

In the Omaha Public Schools, "do not resuscitate/do not intubate" (DNR/DNI) orders cannot be honored by school personnel. School personnel will provide any DNR/DNI orders submitted,

accepted, and maintained in conformance with this procedure to emergency medical personnel when they assume responsibility for the student from the school.

Parents/guardians who request withholding care from their child are advised of the following:

- a. Do not resuscitate/do not intubate (DNR/DNI) orders will be accepted by the school nurse and placed on file at the student's school for submission to emergency medical personnel. Parents/guardians are urged to contact the Health Services supervisor at 557-2705 if they have any questions regarding this procedure or if they wish to confirm receipt of such order. Appropriate building staff will be informed of the orders and where they are being kept.
- b. If a life-threatening emergency arises at school involving any student, school personnel will administer first aid and will summon a rescue squad (911). Upon arrival of the emergency medical personnel at the school, the principal, the school nurse, or the principal's designee will provide the DNR/DNI order to the squad.
- c. The parent/guardian will be notified of the emergency at the earliest possible time.
- d. The parent/guardian should consult with their physician to determine the content and form for any DNR/DNI order. If the DNR/DNI order expires on a set date, it is the responsibility of the parent/guardian to file an updated "DNR/DNI" form with the school. If an emergency arises at school, the school will provide emergency medical personnel with the most recent DNR/DNI order received, but the school is not responsible for any refusal of medical personnel to act upon the order.

If the parent/guardian no longer wishes the school to pass on DNR/DNI orders to emergency medical personnel, he/she must notify the school nurse in writing. The school nurse will send the parent/guardian a letter confirming removal of the DNR/DNI order from the file. If the parent/guardian does not receive such a letter of confirmation, it is his/her responsibility to contact the school to confirm that the DNR/DNI order has been removed from the file.

#### **6.24 Elementary School Uniforms (6/16/97)**

Elementary schools may initiate a student uniform practice according to the guidelines set forth below.

- a. Prior to beginning the implementation process, the elementary school principal shall communicate in writing to the superintendent of schools an interest in considering the implementation of school uniforms.
- b. Prior to any decision to implement a student uniform practice, elementary schools are to survey parents (one survey per family) regarding support for school uniforms with a recommended positive support rate which would indicate that at least 75 percent of the families with children in the school are in support of student uniforms.
- c. Schools which implement a student uniform practice are to establish a Student Uniform Committee composed of parents, staff, and students that would annually evaluate the impact of student uniforms upon school/community climate. A Principal's Advisory Committee may serve the purpose of the Student Uniform Committee. The department of

Student and Community Services will provide schools with a one-page "Elementary School Student Uniform Report," which will be submitted annually to validate the school's evaluation process.

- d. The financial responsibility to support the cost of a student uniform practice shall not rest with the Omaha Public Schools.

#### **6.25 Community Agency and Volunteer Services to Students (8/18/97)**

- a. The Board of Education recognizes and supports the efforts of community agencies and other volunteers in providing services to students and families of the district. The superintendent shall develop and administer practices and procedures for regulating the involvement of community agencies, volunteers, and other programs which gain access to the district's schools, including:
  - 1. the process by which community agencies, volunteers, or programs are approved to operate with the district schools, including application materials, outline of program, list, and qualifications of individuals involved and review procedures;
  - 2. timelines and procedures by which community agencies, volunteers, or programs are reauthorized for continued operation within district schools;
  - 3. guidelines for monitoring and reviewing the program, including any changes in procedures and personnel; and
  - 4. guidelines regarding qualifications and background checks for individuals who gain access to students and families.
- b. Community agencies shall not charge fees to board, staff, students, or members of students' families for services provided pursuant to this policy.

#### **6.26 Drug Searches By Police/Sheriff Canine Units (4/20/98)**

The district retains the right to utilize the services of Omaha area law enforcement authorities' canine units in the detection of illegal drugs and/or contraband at any time, announced or unannounced at the district's secondary schools.

- a. A building principal (with approval from the department of Student and Community Services) may request the canine unit be utilized to search all inside areas of a school building at a time when students are not present.
- b. A building principal (with approval from the department of Student and Community Services) may request that a canine unit be utilized to search vehicles in a school parking lot or in other areas where student vehicles are parked during or after school hours. If a dog alerts to a student's vehicle, the student will be required to unlock the vehicle doors and trunk for an internal inspection. Any refusal to unlock the vehicle will be handled by law enforcement.
- c. Any illegal drugs and/or contraband found on school grounds, whether in a student locker, vehicle, or any other place on school grounds, will be confiscated and the student may be subject to disciplinary action specified in the *Student Code of Conduct*.

- d. The students' parent(s) or guardian(s) shall be notified should illegal drugs and/or contraband be discovered.
- e. This policy shall be included in the student handbooks. This policy shall not be implemented until parents and students are provided written notice of this policy.

#### **6.27 Absence (Revised 2/21/07)**

The Omaha Public Schools believes that student attendance on a regular basis is an important factor in the quest for high student achievement. The goal of the Omaha Public Schools is for each student to be in class at the assigned hour every day. The responsibility for prompt and consistent attendance is shared by the student, the parent, the teacher, and other school staff.

In an effort to promote regular and prompt student attendance, the following policy applies to all students enrolled within the Omaha Public Schools who have reached six years of age prior to January 1<sup>st</sup> of that school year:

- a. Any student absent, unexcused, in excess of five days per quarter, shall be subject to:

One or more meetings between the principal (or designee), the child's parent or guardian and the child in an attempt to resolve the truancy/attendance problem, unless the parent or guardian refuses to participate in such a meeting. Such refusal must be documented by the principal (or designee).

Educational counseling to determine whether curriculum changes, including, but not limited to, enrolling the child in an alternative education program would meet the specific educational and behavioral needs of the child and would help solve the truancy problem.

Educational evaluation, which may include a psychological evaluation, to assist in determining the specific condition(s) contributing to the truancy problem. If such conditions are found, the school must make specific effort to help remedy the conditions.

An investigation of the truancy problem by appropriate school staff designated by the administration to identify conditions which may be contributing to the truancy problem. If services for the child and his/her family are determined to be needed, the designated school official shall meet with the parent or guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the truancy problem.

- b. If the student continues to be or becomes habitually truant, and, in any event, if the child is absent 20 days in any one school year, the school shall serve a written notice to the person violating Section 79-201, warning him/her to comply with the statute. If within one week of such notice, the student continues to be truant, the principal (or designee) shall file a report with the county attorney.

In addition to these provisions, secondary students remain under the provisions of the ten day absence practice.

## 6.28 Student Fees (4/2/07)

### **PART ONE: Permissible Fees**

No fees shall be charged to students, nor shall materials be required from students, for their participation in any school-related course or activity, whether curricular, co-curricular or extra-curricular, except as expressly permitted below.

#### **a. Extra-curricular activities:**

The District shall annually set a single fee for high schools and a single fee for middle schools which may be required for participation in any extra-curricular activity, and which shall also be the fee for purchase of an activity card.

1. Extra-curricular activities are those activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District.
2. Any student who participates in an extra-curricular activity will receive an activity card. All extra-curricular participation fees shall be deposited into the Student Fee Fund as described in PART TWO of this policy, and as further described in the accounting practices of the District.
3. The extra-curricular participation fee shall be waived for students who qualify for a fee waiver pursuant to PART THREE of this policy.
4. Students who do not participate in extra-curricular activities but wish to purchase an activity card to obtain admission as a spectator to those extra-curricular activities open to spectators may do so on a voluntary basis.
5. The fee for the purchase of an activity card shall be waived for students who qualify for a fee waiver pursuant to PART THREE of this policy. Fees collected from the purchase of activity cards shall be deposited into the Student Fee Fund as described in PART TWO of this policy, and as further described in the accounting practices of the District.
6. Fieldtrip fees may only be charged if participation by the student is voluntary, if the fieldtrip is not part of the curriculum or an extension of the curriculum, and if the fieldtrip occurs after school hours and/or does not count toward school attendance. All extra-curricular fieldtrip fees shall be deposited into the Student Fee Fund as described in PART TWO of this policy, and as further described in the accounting practices of the District.
7. Students may be required to furnish minor personal or minor consumable items necessary for participation in extracurricular activities.
8. Schools may continue to seek and accept donations, and participate in fundraisers according to District policy in order to fund school day and/or curriculum-related fieldtrips.

9. Clubs, teams and organizations for which there may be a fee required for participation may also, as a club, team, or organization, decide to make purchases, and may fundraise and/or seek donations according to District policy to assist in the funding of their organizations and such purchases, which may include, but are not limited to, apparel and trips. Fundraising by an organization for the activities of that organization is not a fee charged by the District.
10. Money raised through fundraising and donations is not deposited in the Student Fee Fund.

**b. Spectator events:**

Spectators may be charged admission fees and transportation charges, if transportation is provided, to attend extra-curricular activities, as defined by this policy.

**c. Minor personal or minor consumable items for classes or courses:**

The District may request students to furnish minor personal consumable items, including but not limited to, pencils, paper, pens, erasers and notebooks, for courses or activities which count for graduation or advancement between grades, or in which participation is otherwise required by the District. The request for such items shall be made in such a way that it is clear the furnishing of same is voluntary. If a student is unable to provide the minor personal consumable item required, the school will supply the item to the student.

**d. Clothing:**

In addition to school guidelines about general appropriateness of attire, schools may require students to furnish and wear non-specialized clothing meeting general written guidelines for specified courses and activities, if the written guidelines are reasonably related to the course or activity.

**e. Musical Instruments:**

Students who take elective (optional) music courses such as band and orchestra shall be permitted to supply their own instrument, and music stand, or shall be provided without charge by the District an instrument and stand, if a stand is necessary. The District shall not be required to provide for the use of a particular type of musical instrument for any student. The District shall supply the music for such courses.

1. Personal supplies related to musical instruments including but not limited to items such as reeds, cork lubricant, pipe cleaners, cleaning cloths and other cleaning supplies are considered minor personal consumable items, and shall be the responsibility of the student. If a student is unable to provide the minor personal consumable item required, the school may, as appropriate, supply the item to the student.
2. For music courses that are extracurricular activities, schools may require fees or require students to provide specialized equipment, such as musical instruments, or specialized attire consistent with the Public Elementary and Secondary Student Fee Authorization Act



**f. Lost or damaged school district property:**

A school may require a student to reimburse the school district or educational service unit for school district or educational service unit property lost or damaged by the student, and pursuant to Neb. Rev. Stat. §79-737.

**g. Parking:**

Students may be charged a fee to park their cars on school property. Each school shall publish its parking fee, if any, in the student handbook.

**h. Yearbooks, class rings and other optional purchases:**

Students may be charged for the purchase of items such as yearbooks, class rings, class sweatshirts, and other such voluntary purchases.

**i. Graduation items:**

Students may be required to pay the necessary fee to cover the cost of graduation robes, caps, tassels and other items required to participate in graduation ceremonies.

**j. Food:**

Students may be charged a fee for the purchase of breakfast or lunch.

**k. Summer school:**

The District may annually set fees for student participation in non-remedial classes offered during the summer. There shall be no fee charged for courses offered by the District in summer school for remediation which is provided as defined in Nebraska Statute for students between ages 6-15 for which participation is recommended by the District. Fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund as described in PART TWO below and as further described in the accounting practices of the District.

**l. Night school/Adult education:**

The District may annually set fees for student participation in classes offered to students taking classes through the District's night school/adult education program or summer school for students age 16 or beyond. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund as described in PART TWO below and as further described in the accounting practices of the District.

**m. Post-secondary education costs:**

For a course in which students receive high school credit and for which they may also choose to apply for postsecondary education credit, a student may be charged the tuition and other fees only associated with obtaining credits from a post-secondary educational institution. Any and all fees collected pursuant to this subsection shall be deposited into,

and expended from, the Student Fee Fund as described in PART TWO below and as further described in the accounting practices of the District.

**n. Student Files and Records:**

Fees may be charged for copies of student files or records pursuant to Neb. Rev. Stat. §79-2,104.

**o. Transportation:**

Students may be assessed a fee for transportation pursuant to Neb. Rev. Stat. §79-241, §79-605, and §79-611.

**PART TWO: Procedures for the collection and expenditure of student fees:**

Required fees (not donations or fundraising money) collected from students pursuant to PART ONE, subsections a, k, l and m, of this policy shall be deposited into the Student Fee Fund and expended for the purposes for which they were collected from students, according to accounting procedures for the District.

**PART THREE: Waiver of Student Fees**

Required fees that are charged to students pursuant to PART ONE, subsections a and b, shall be waived for students who qualify for participation in the free or reduced-price lunch program under United States Department of Agriculture child nutrition programs. Students shall be provided forms prior to, or at the beginning of each school year, or upon initial enrollment in the District, which shall permit the District to use information the student has provided for qualification in the free or reduced-price lunch program to determine eligibility for fee waiver and/or which shall provide the information necessary to determine whether a student qualifies for fee waiver because he or she meets the criteria for participation in the free or reduced-lunch program.

**6.29 Use of Personal Property for Instructional Purposes (8/7/06)**

It is the policy of this District, in instructional settings in which services are performed by students that:

1. The instruction in charge will exercise reasonable protection of the customer's property and provide a reasonable time line of completion of project.
2. The District cannot assume any responsibility for damages to such property caused by fire, theft, or other causes beyond our control while in District possession.
3. The customer may not be an employee or any relation to a District employee.

**6.30 Part-Time Enrollment in the Omaha Public Schools (2/21/07)**

The Omaha Public Schools welcome persons ages 5 to 21, who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to Neb. Rev. Statute Section 79-1601 not to meet accreditation or approval requirements, on a part-time enrollment basis subject to OPS practices. Part-time enrollment shall mean active participation, including

meeting attendance requirements, in one or more instructional classes offered by the school district. Part-time enrollment shall not entitle a student to transportation or travel reimbursements pursuant to NE. Rev. Statute Section 79-611.

### **6.31 Student Data (7/19/10)**

All data concerning the students of the Omaha Public Schools is the property of the Omaha Public Schools and shall be maintained, distributed, and released pursuant to federal law, state law, and the Guidelines for Considering Requests to Obtain Student Data in the Omaha Public Schools as created and amended from time to time by the Omaha Public Schools.

### **6.32 Wellness Policy (3/22/06)**

The district 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 encourages all members of the school and community to maintain an environment that enhances maximum student potential through: Nutrition Education, Physical Activity, Nutrition Standards, and other School-based Activities.

### **6.33 Non-Service Animals In The School (8/16/10)**

The Omaha Public Schools recognizes the potential value of various types of animals in school as well as the need to provide and maintain safe and healthful facilities for students and employees. No personal dogs or cats are allowed in the schools. Other animals may be brought into the classroom only for educational purposes within the subject and lessons of the teacher, as approved by the principal. The animal must be healthy and appropriately vaccinated (where applicable), appropriately housed, humanely cared for and properly handled.

Live animals in the classroom can provide opportunities to learn about habitat, humane care and animal husbandry, animal growth and development, reproduction and behavior. Care must be taken at all times to ensure proper care and treatment.

#### **1. Approval of Animals in the Classroom**

To bring an animal into the classroom, teachers first outline in writing the educational purpose of the animal. The educational purpose must be within the teacher's subject and lessons and be approved by the principal. After approval of the educational purpose by the principal, the teacher must complete the following steps:

- A. A notification form is sent to the parent/guardian of each student in the classroom stating the teacher's desire to have a specified type of animal in the classroom and outlining the educational purposes for the inclusion of an animal in the classroom. Each parent is asked to sign and return the form to the teacher to document that every parent is informed. The form provides a line for a parent to object to having an animal in the classroom. If the objection is for health-related reasons, the teacher must contact the building nurse and provide a copy of the form to the nurse.
- B. The principal will notify all building staff members of each request, noting the type of animal, the responsible teacher, and where the animal is proposed to be kept. Should a staff member object, the staff member must request a notification form and document the objection. If the objection is for health-related reasons, the teacher requesting approval

for the animal must contact the building nurse and provide a copy of the form to the nurse.

- C. The teacher demonstrates to the principal that she/he is familiar with the needs and behaviors of a given species.
- D. The teacher verifies in writing that the animal has received and will continue to receive required vaccination(s), including but not limited to rabies, where indicated.
- E. The teacher must outline appropriate plans for future care of or disposition of animals, including offspring, at the conclusion of the classroom need.

The teacher must receive final approval from the principal, documenting that the above steps have been completed. The principal may revoke approval for an animal in a classroom at any time. A written reason/rationale for the revocation will be provided.

## 2. Care of Animals

- A. Only those students designated by the teacher are to handle the animals.
- B. Live animals on loan must be cared for and maintained according to the guidelines accompanying each animal.
- C. Non-service animals are not to be transported on school buses.
- D. Live animals must not be released into the environment.
- E. If animals are to be kept in the classroom on days when classes are not in session, the teacher must make arrangements for the care and safety of the animal.
- F. It will be the responsibility of the teacher to provide for a plan of care for classroom-housed animals in the event of an emergency school closing which might cause disruption of the routine care of the animals. In each school where the animals are housed, there should be a plan whereby the staff member who visits the school daily during the emergency closing will be aware of the animals' presence and see to their care.
- G. Care and maintenance of loaned classroom animals for study are the responsibility of the teacher or owner. These animals will not go home with students on weekends or over school breaks.
- H. Any animal exhibiting signs of illness or distress should be removed from the classroom and veterinary care should be recommended to the owner.
- I. All experiments using live animals must have prior approval of the principal.
- J. Live organisms brought into the classroom by non-district personnel for demonstration purposes are the sole responsibility of the presenter and must be removed at the end of the presentation.

- K. The procurement, care and use of animals in the classroom must comply with existing local, state and federal regulations for K-12 educational programs

### 3. Student Health

- A. Students and teachers must report all animal-related injuries, allergies or illness to the school nurse for appropriate care and follow-up.
- B. District personnel will cooperate with other local governmental agencies on injuries that carry a reporting requirement.

### 4. Exceptions

- A. Animals under the control of public safety officials may have access to district property. Use of these animals by law enforcement officials is under the jurisdiction of state and federal law and is not covered by this policy.
- B. Policy 6.34 Service Animals governs the use of service animals by staff or students at school.
- C. In situations where animals are brought into non-classroom settings, the principal is responsible for ensuring student safety.

## **6.34 Service Animals (8/16/10)**

### **Definition Of Service Animal**

This policy applies to any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. Service animals do not include wild animals, reptiles, rabbits, farm animals, ferrets, amphibians and rodents. Animals whose sole function is to provide emotional support, comfort, therapy, companionship or therapeutic benefits or to promote emotional well-being are not service animals.

### **Procedures/Requirements** (form Appendix B – page 182, 183)

Use of service animals by staff or students with a disability is subject to the following procedures and requirements:

#### **A. Student Requests:**

1. Parents/Special Education Teams must submit a request for the use of service animals to the Director of Special Education. Such requests should identify and describe the need for the service animal as it relates to the student's disability, document the training and function and describe the manner in which the service animal will meet the student's particular need(s). The Director of Special Education shall coordinate a meeting of the Student's IEP Team or 504 Team to determine whether a service animal is appropriate.

## **Staff Requests:**

1. Staff members must submit a request for the use of service animals to the Assistant Superintendent of Human Resources. Such requests must identify and describe the need for the service animal as it relates to the staff member's disability and describe the manner in which the service animal will meet the individual's particular need(s) and provide a letter from their physician who is the health care provider regarding the need for a service animal. The District reserves the right to require that the staff member obtain the opinion of a second health care provider designated or approved by the District, at its expense. In any case where the second opinion differs from the original opinion provided by the employee, the District may, at its expense, require that a third opinion be obtained from a health care provider designated or approved by both the District and the employee. The opinion of the third physician shall be used by the District in making a determination as to whether the need of the employee meets the provisions necessary for approval pursuant to this practice.
2. Requests for the use of service animals on School District property must, whenever possible, be made no less than three (3) weeks prior to the proposed use of the service animal. Under no circumstances may a service animal be on School District property without prior approval by the appropriate authority as listed above.
3. As part of the School District's consideration of a request for the use of a service animal, the School District may require certain documentation, including, but not limited to:
  - a. documentation that the service animal is properly trained and licensed;
  - b. certification of proper vaccinations verified by a veterinarian;
  - c. documentation that the handler for the service animal is properly trained; and
  - d. documentation of adequate liability insurance.
4. The use of a service animal on School District property may be subject to a plan which introduces the service animal to the school environment, any appropriate training for staff and students regarding interaction with the service animal, and other activities or conditions deemed necessary by the School District. The School District's approval of the use of a service animal on School District property is subject to periodic review, revision or revocation by the School District Administration.
5. Service animals must have a harness, leash or other tether and must wear proper identification. It is the responsibility of the staff person who uses a service animal pursuant to this procedure to be the certified handler, providing proper handling of the service animal. Any cost incurred to handle the service animal will be the responsibility of the staff person who uses the service animal.
6. The School District retains discretion to exclude or remove a service animal from its property if;
  - a. The animal is out of control and/or the animal's handler does not effectively control the animal's behavior;

- b. The animal is not housebroken or the animal's presence or behavior fundamentally interferes in the functions of the School District; or
- c. The animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications.

The District may, at its discretion, require that the staff member requesting the use of a service animal complete the steps of this procedure, as often as reasonable so that the District may ensure the safety of patrons and the continued need for the service animal to the staff member.

### **6.35 Bullying (5/3/10)**

Bullying is a violation of the Student Code of Conduct and the Elementary Student Behavior Guidelines. The Board of Education seeks to prevent bullying and to further these efforts, annual education shall be provided for all students on what constitutes bullying and bullying prevention. The education on bullying may include, but is not limited to:

- The definition of bullying;
- The discipline consequences for students who engage in bullying;
- The expectations of the school district for students who witness bullying; and
- The procedures for reporting incidents of bullying.

Neb. Rev. Statute 79-267, section 79-2, 137

### **6.36 DATING VIOLENCE PREVENTION (5/3/10)**

The Omaha Public Schools prohibits behavior that has a negative impact on student health, welfare, safety, and the schools' learning environment. Inappropriate behaviors, including but not limited to, dating violence will not be tolerated. Dating violence means a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse, to control his or her dating partner. Dating partner means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long-term. The District will provide appropriate training to staff and incorporate within its educational program age-appropriate dating violence education that shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

Neb. Rev. Stat. 79-2,141

Neb. Rev. Stat. 79-2,141(2)

Neb. Rev. Stat. 79-2,142

## SECTION 7. SCHOOL BUILDINGS AND PROPERTY

### 7.01 Definition of School Property

- a. All buildings, grounds, and property - real or personal - owned by the school district, or any item of equipment or real property loaned or leased to the Board of Education, shall be deemed as school property by these policies and regulations.
- b. Any item of equipment or any real or personal property donated to the school district in general or to a particular school shall be considered as school property. No such gift may be accepted by any individual in the name of the schools without the understanding that the gift is unconditional and the title of such property remains in the school district. Such property may be transferred or used wherever the superintendent of schools finds it desirable and may be sold or replaced without obligation to the donor.
- c. All educational material collected by employees of the School District of Omaha and used for instructional purposes on television or radio shall become the property of the district together with any copyrights pertaining thereto.

### 7.02 Community Use of Facilities (Revised 7/01/85)

- a. The Board of Education encourages the use of the school district's buildings and facilities by community organizations for civic, educational, cultural, or recreational purposes when such facilities are not in use for school activities. Permission to use a school facility does not constitute a district endorsement of the user's organization or group. No use shall be permitted which, in the judgment of the school district, conflicts in any way with the best interest of the district's students.
- b. The assistant superintendent for Business Services, with the approval of the Board of Education, will establish rental charges and fees for the use of buildings or equipment sufficient to cover any additional costs associated with the rental or use. Such rentals or fees shall be revised as often as required or as deemed necessary by the Board of Education. There shall be no gratuity paid to any school district employee in connection with community use of facilities.

The school district reserves the right to determine the amount of custodial, security, and any other supplemental personnel necessary to properly administer each facility use and to refuse or cancel any permit in accordance with criteria established in the *Practices and Procedures* of the School District of Omaha.

The school district reserves the right to waiver charges and fees or establish in-kind payments for use of school facilities in accordance with criteria established in the *Practices and Procedures* of the School District of Omaha.

Full responsibility rests with the organization or group using school facilities to leave the facilities in the same condition as they were before usage.

- c. The applicant will indemnify the district and any persons whose property may be within the building for loss or damage caused by use of the facility.



The district reserves the right to require a deposit for protection of the building, facility, or equipment and to guarantee rental expenses.

### **7.03 Safeguarding of School Moneys (Revised 9/22/97)**

Any individual responsible for the handling of school moneys or assets which may come into the possession of a school is required to deposit all such funds and assets in a bank approved by the assistant superintendent for General Administration in an account designated as a school account. Such funds must be held in the name of the principal of such school or the school treasurer, separate from any personal account and shall be transferable to their successor upon resignation, retirement or death. It is the intent of this regulation that elementary school principals shall act as treasurers for their extra-curricular accounts under the provision of the rule. In the middle level and high schools, school treasurers or clerks appointed by the principals shall perform these duties subject to the supervision and control of the principal.

### **7.04 Accounting of Student and School Funds (Revised 9/22/97)**

All moneys, including fines and fees collected or disbursed by school employees, shall be accounted for, and all student activity accounts shall be maintained in accordance with the accounting system required and authorized by the superintendent of schools. Such accounting shall include monthly financial statements of expenditures and receipts. A final annual report shall be subject to an audit by the Board of Education. The assistant superintendent for General Administration shall have the power to require a bond from any official to protect school funds if, in the judgment of the assistant superintendent for General Administration, the amount of money handled by an individual may require bonding.

### **7.05 Trust Funds (Revised 9/22/97)**

All funds, trust and public, in special accounts in all schools shall be subject to supervision and audit by the Board of Education. All such funds shall be deposited in approved banks and shall be credited to the school district in the name of the treasurer of the Board of Education.

### **7.06 Nutrition Services Accounts (Revised 8/7/06)**

The receipt and expenditures of Nutrition Services funds, although under the supervision of the administrator of Nutrition Services, shall be deposited to the account of the assistant superintendent for General Administration and disbursed through this office.

### **7.07 Care of School Property and Assets**

- a. All employees of the Board of Education are responsible for the proper accounting of all property used by them either in the course of regular instruction or classes or in any other situation where the school district is responsible or where any activity is conducted in the name of the school district. Employees are responsible for reporting damage, loss, or theft of any type of equipment to the assistant superintendent for Business Services, who is responsible for the care and safeguarding of all school property.
- b. Removal of school property from one building to another, sale or exchange of property, alteration of physical property, or acceptance of any property donated to the schools must have the approval of the assistant superintendent for Business Services.

- c. The assistant superintendent for Business Services, with approval of the Board of Education, shall draft and implement regulations designed to maintain a safe and healthy condition on school premises for children and adults using school property for recreational purposes and further designed to protect neighbors and adjacent landowners from unreasonable inconveniences and discomfort because of the use to which school premises are put. Such regulations shall, at least with appropriate exceptions, prohibit horseback riding, the use of motorcycles, motor scooters, snowmobiles, and other power driven recreational equipment on school premises. Such regulations shall make exception for school, service, and emergency vehicles, and with necessary restrictions, for other motor-driven vehicles using surfaced parking and roadway areas for their intended purposes.

#### **7.08 Compliance With Copyright Laws (Revised 2/07/00)**

- a. All employees of the Board of Education are responsible for compliance with copyright laws and for preventing unauthorized use or copying of copyrighted or proprietary materials. For purposes of this Section 7.08, copyrighted or proprietary materials shall include, but not be limited to:
  - computer software and documentation;
  - audio and video recordings;
  - books, newspapers, and other printed material bearing a copyright notice.
- b. Any employee who makes an unauthorized copy or who makes an unauthorized use of copyrighted or proprietary materials may be subject to disciplinary action.
- c. The department of General Administration shall be responsible for informing all school district personnel of this policy and of the rules for proper use of copyrighted or proprietary material.
- d. The department of General Administration shall, in consultation with legal counsel, conduct audits as necessary to determine compliance with copyright laws.
- e. The department heads and building administration shall maintain records of all computer software installed at their location and of all licenses and other agreements related to copyrighted and proprietary materials in use at their location and shall submit reports to organizations designated by the department of General Administration.
- f. Software installed on computers in Omaha Public Schools shall have passed review by a group designated by the department of General Administration and must be on the list of approved software maintained by that group. Unauthorized software (including shareware, freeware, or trialware) may not be downloaded, installed or used.
- g. Omaha Public Schools must possess evidence of a license for any software installed on any computer used in Omaha Public Schools.
- h. Any employee who learns of any copyright or other proprietary right violation shall notify the assistant superintendent for General Administration.

- i. Information Technology support personnel, under the guidance of the department of General Administration, may install software on Omaha Public Schools' computers for purposes of determining license compliance, troubleshooting, and installing software updates.

## **SECTION 8. EDUCATIONAL SERVICE UNIT NO. 19, SCHOOL DISTRICT OF OMAHA**

### **8.01 Duties and Function of the Board of Education**

- a. The Board of Education shall exercise full legislative control over the Omaha Public Schools and the Educational Service Unit No. 19, School District of Omaha, in accordance with the statutes of the state of Nebraska.
- b. The superintendent of schools shall be the administrator of the Educational Service Unit No. 19, School District of Omaha and as administrator, shall be vested with all statutory and legal authority to carry out the duties and responsibilities of said office, including the authority to assign School District of Omaha personnel to the educational service unit as circumstances may require and as the superintendent deems necessary (79-1219).

### **8.02 Purpose and Function (Revised 3/18/85)**

- a. Educational Service Unit No. 19 shall provide supportive and supplementary educational services to the School District of Omaha. It shall also provide services to other educational units, locally or regionally, when such services are unique or not available elsewhere and when the cost for such services is fully borne by the receiving unit or units.
- b. The function of the service unit shall be to provide such services as may be deemed appropriate and necessary by the school district. The first responsibility of the service unit shall be to the students and patrons of the School District of Omaha, with services to other educational units a secondary responsibility.

### **8.03 Policy Application**

Except where otherwise noted, the policies and regulations of the School District of Omaha shall govern Educational Service Unit No. 19. Also, the administrative manual for the school district, *Practices and Procedures*, shall provide the guidelines for interpretation and application of the policies for the service unit.

### **8.04 Fiscal Year**

The fiscal year of the Educational Service Unit No. 19, School District of Omaha, shall be September 1 through August 31.

## **SECTION 9. ELECTION ACTIVITIES IN THE SCHOOLS**

### **9.01 Participation in Election Activities (Revised 3/05/07)**

It shall be the policy of the Omaha Public Schools to safeguard the rights of students, staff, parents, and other citizens in any activities of the schools which relate to the election process.

Specific guidelines pertaining to election activities are as follows:

- a. Parents of students enrolled in the School District of Omaha clearly have the right to support or oppose any candidate for public office and to take public positions on any issue. In exercising this right, however, parents may not utilize any confidential records maintained by the School District of Omaha (also see Sections: 6.12; 6.13).
- b. All employees of the School District of Omaha have the right to freely express their support of or opposition to any candidate for public office and to take public positions on any issue. In exercising this right, however, employees may not engage in political activity during the time they are engaged in the performance of their official duties, nor may employees utilize for political purposes, any confidential records of the school district or any property of the school district. No employee may be required to give any kind of response to political materials received from parents (also see Section 4.31).
- c. At no time may the political activity of an employee of the School District of Omaha infringe upon the political activities of students, parents of students, or fellow employees. The proper relationship between employees and these other groups is specified below, in a special section in the *Practices and Procedures*, and in an official pamphlet published for general distribution (also see Section 6.22).
- d. The guidelines which govern election activities and the schools are:
  1. Use of School Materials – School materials, including paper, stationery, duplicating machines, postage, interoffice mail facilities, and other similar items, may not be used to support or oppose any candidate for public office or to take a position in favor of or in opposition to any particular stand on an election issue, except with the specific authorization of the Board of Education. School materials may be used in the school setting to provide background information on opposing sides of controversial issues (also see Sections: 6.15; 6.22 and *Practices and Procedures*: 3.22, 6.15, 6.22).
  2. Use of School Time – Employees of the School District of Omaha may not engage in any activities in support of or in opposition to any candidate for public office or take any stand on an election issue during the time they are engaged in the performance of their official duties, except with the specific authorization of the Board of Education. For purposes of this section, the term "performance of their official duties" includes all duties normally performed by an employee as a part of his/her job, whether on or off school premises, and all other activities required by a superior as a part of the employee's job (also see Sections: 3.29a-c; 4.12a; 4.22a, e; 4.23; 4.24; 5.08 and *Practices and Procedures*: 2.01, 3.22).
  3. Use of School Property – Property of the School District of Omaha, including all bulletin boards and walls, may not be used in any manner to support or oppose any candidate for public office or to take a position on any election issue, except with the specific authorization of the Board of Education. Inter-school mail service may not be used for sending materials supporting or opposing any candidate for public office or taking a position on any election issue, except with the specific authorization of the Board of Education (also see Sections: 6.15; 6.16; 7.02a and *Practices and Procedures*: 2.01, 3.22, 6.15, 6.16, 7.02).

4. Political Endorsements by Employees – Any public endorsement by an employee of the School District of Omaha in support of or in opposition to any candidate for public office or any stand on an election issue may not identify the employee as associated with the School District of Omaha, except with the specific authorization of the Board of Education (also see Sections: 3.28; 4.31; 6.22c and *Practices and Procedures*: 2.01, 4.31, 6.22).
5. Political Candidates' Meetings – Individual schools may sponsor open forums for candidates for public office and for presentation of positions on election issues. Invitations to participate in such open forums must be extended to all interested parties, including all candidates for the public office which is the subject of the open forum. A clearly prescribed format for the presentation of views should be distributed to all those invited at the time the invitation to speak is extended (also see Section 7.02 and *Practices and Procedures*: 2.01, 7.02).
6. Use of Class Time for Political Candidates and Issues – Class time may be used for open forums for candidates for public office and for the presentation of positions on election issues provided the requirements of the section entitled, "Political Candidates' Meetings" are followed (also see Sections: 6.08; 6.22 and *Practices and Procedures*: 2.01, 6.08a, 6.22).
7. Advisory Committees, Parent/Teacher Association (PTA), Parent/Teacher/Student Association (PTSA) – No advisory committee, PTA, PTSA, or other school related cooperative group shall take an official stand in support of or in opposition to any candidate for public office. No meeting of any advisory committee, PTA, PTSA, or other school related cooperative groups shall be used as a forum to present only one political point of view on candidates for public office. Any such meeting discussing candidates for public office should be conducted as an open forum as prescribed in the section entitled "Political Candidates' Meetings" (also see Sections: 1.31; 3.04b; 3.06 and *Practices and Procedures*: 1.30, 2.01, 3.06).
8. Parent-Student Lists – No lists of names of students or parents or records bearing the names of students or parents, which are in the custody of the School District of Omaha, such as census cards, shall be used for any political purposes whatsoever. In particular, no such lists or records shall be used for the distribution of any materials in support of or in opposition to any candidate for public office or any position on an election issue (also see Sections: 6.12; 6.13).

## **SECTION 10. NONDISCRIMINATION**

### **10.01 Functions of the Public Schools in a Pluralistic Society (Revised 4/15/13)**

It is the basic function of the public schools to provide instruction in the common learnings and opportunities for the development of those skills, habits, attitudes, and character traits that are essential to our culture. The schools shall inculcate an appreciation of the responsibilities of citizenship in our representative democracy. They shall aid youth in the choice of and the preparation for a vocation in an economy which encourages free enterprise and respects the contribution of the individual. It shall be the continuing aim of the public schools, as an outcome of instructional effort, to promote keen mental alertness, vigorous physical fitness, staunch moral character, appreciation of spiritual values, love for home and country, respect

for duly constituted authority, and genuine concern for the rights and responsibilities of others regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, marital status, citizenship status, or economic status. As a direct result of this education, the individuals should willingly serve the common good and assume mature responsibility for their own acts. All those associated with the Omaha Public Schools - students, staff and the general citizenry - are expected to recognize and support the following affirmations.

- a. That there be demonstrated, at all times, a respect for others regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, marital status, citizenship status, or economic status.
- b. That language of any kind which is disparaging or demeaning to others shall not be tolerated, such as racial, ethnic, religious, or sexist epithets.
- c. That staff shall be expected to exhibit mature good judgment, respect, and sensitivity for others; and that students shall be expected to exhibit appropriate maturity, good judgment, respect, and sensitivity for others.
- d. That this school system must demonstrate its respect for life and dignity of each individual through its curriculum and staff development programs.
- e. That violations of the above affirmations on the part of any individual or individuals shall be a cause for disciplinary action.

#### **10.02 Multicultural Nonsexist Curriculum (10/19/92)**

The district shall implement a K-12 multicultural nonsexist curriculum infusion process, produce inservice activities to enhance staff's cultural literacy, and develop counseling and guidance strategies that reflect an understanding of the significance of cultural diversity.

#### **10.03 Equal Opportunity and Nondiscrimination (Revised 4/15/13)**

- a. The Omaha Public Schools is committed to a policy of nondiscrimination and equal opportunity in all of its educational programs, activities, employment, and contracting. Respect for the dignity and worth of each individual shall underlie all of the operations of the school district. Discrimination, including harassment of any kind, against any student, employee, applicant for employment, student-teacher, CADRE teacher, Cohort Program participant, parent, or other person on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, (as otherwise prohibited by law), genetic information, marital status, citizenship status, or economic status will not be tolerated, and appropriate action will be undertaken to redress any such discrimination and to prevent its future recurrence.
- b. The Omaha Public Schools will continue to provide a curriculum, a guidance and counseling program, an instructional delivery system, and an inservice education program designed to include the promotion of a genuine understanding and mutual respect for the diverse backgrounds and cultures of the people who study, work, raise children, and do business in the school district.

#### 10.04 Nondiscrimination in Employment (Revised 4/15/13)

- a. The Omaha Public Schools will not discriminate against any employee, applicant for employment, student-teacher, CADRE teacher, or Cohort Program participant on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, marital status, citizenship status, or economic status. This nondiscrimination requirement extends to all aspects of the employment relationship including but not limited to the following: recruitment, recruitment advertising, hiring, training, promotion, demotion, discipline, transfer, reduction in force, nonrenewal, termination, and rates of pay or other forms of compensation.
- b. The Omaha Public Schools will ensure that all personnel making decisions regarding any aspect of the employment relationship are aware of the nondiscrimination policies of the Omaha Public Schools and that they discharge their responsibilities accordingly.

#### 10.05 Harassment (Revised 3/18/13)

##### a. Harassment of Employees

Harassment of employees on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, marital status, citizenship status, or economic status is a violation of the Policies and Regulations of the Omaha Public Schools and, in some cases, also a violation of federal or state civil rights. Such conduct will not be tolerated in the Omaha Public Schools and will subject an employee to serious disciplinary sanctions including suspension with loss of pay and/or termination. The term employee as used in this section includes, but is not limited to, part-time employees, full-time employees, and student-teachers. Any student harassing an employee shall also be subject to serious disciplinary sanctions as specified in the *Student Code of Conduct* and the Elementary Behavior Guidelines.

##### 1. Sexual Harassment

Governing federal relations define harassment on the basis of sex as follows:

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Examples of some of the kinds of conduct included in the definition of sexual harassment are:

- Sexual relations or sexual contact or threats or intimation of sexual relations or sexual contact which are not welcome and freely or mutually agreeable to both parties;
- Continual or repeated remarks with sexual implications, placing sexually suggestive objects or pictures in the work area, or propositions of a sexual nature; or

- Threats or insinuations that the person's employment, wages, promotional opportunities, job assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances or promises or insinuations that any conditions of employment may be favorably affected by submitting to sexual advances.

## 2. Other Forms of Harassment

Prohibited harassment other than sexual harassment consists of physical or verbal conduct which is related to an individual's race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, marital status, citizenship status, or economic status and which:

- has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- has the purpose or effect of substantially or unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment.

## 3. Procedures for Handling Allegations of Harassment of Employees

Supervisory and administrative personnel should be particularly sensitive regarding harassment.

If a Supervisor or Administrator becomes aware of an allegation of such conduct on the part of an employee, Supervisor, or Administrator, he/she should report the matter immediately to the Assistant Superintendent for Human Resources, who will then investigate to determine if the alleged conduct is a violation of OPS Policies or Regulations.

Any employee who believes he/she has been harassed by any other employee should report the matter immediately to the Assistant Superintendent for Human Resources for investigation. If the person accused of harassment is an Administrator charged with investigatory responsibility for harassment, the employee should report the matter immediately to the Superintendent of Schools, who will then investigate to determine if the alleged conduct in fact constitutes harassment.

In all investigations under Section 10 of these policies and procedures, the following procedures apply: Omaha Public School shall provide notice of the allegations to the employee or student accused of harassment. The complainant and the accused shall have the opportunity to present witnesses and provide evidence. The investigation will be completed within fifteen (15) working days after receipt of a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include, but are not limited to, the unavailability of witnesses or evidence and the complexity of the investigation.

If the complaining employee is dissatisfied with the resolution of the problem, he/she may use the Omaha Public Schools complaints procedure to resolve the problem. Any such complaint procedure shall start at the level of the Superintendent of Schools or with the Board of Education if the Superintendent of Schools is the person accused of harassment.



Alleged harassment of an employee by a student should be investigated and dealt with as provided for in the *Student Code of Conduct* and Elementary Behavior Guidelines.

The substance of any complaint will remain confidential except to the extent necessary to conduct an adequate investigation and to comply with requirements of law regarding employee discipline or termination or regarding student discipline.

No retaliation of any kind will be permitted against anyone who makes a good faith complaint under this policy or participates in an investigation.

a. Sanctions for Harassment of an Employee

Depending on the seriousness of the degree of the alleged harassment, an accused employee may be suspended with pay pending investigation. If a decision is made by the Omaha Public Schools administration that an employee harassed another employee or otherwise violated the Policies and Procedures of OPS, appropriate discipline shall be imposed and could involve, among other disciplinary measures, suspension without pay and/or termination. Disciplinary procedures pertinent to the employees' job category shall be followed. If the Omaha Public Schools is sued as a result of conduct by an employee prohibited by this policy, the Omaha Public Schools will seek full indemnity from the employee for any expenses incurred in defense of such suit and for any damages or attorney's fees which it must pay as a result of the employee's prohibited conduct.

Sanctions for students harassing employees are those provided for in the *Student Code of Conduct* and the Elementary Behavior Guidelines.

4. Harassment by Persons Other than Employees or Students

Any harassment of an employee while on duty, or of a student of the district, by anyone other than an employee or a student will also not be tolerated and shall be reported immediately to the building Principal, to the police or child protective services if required by these policies or law, or to the Assistant Superintendent for Student and Community Services. If the report is made to the building Principal, the building Principal shall refer the matter to the Assistant Superintendent for Student and Community Services. The Assistant Superintendent for Student and Community Services shall investigate the report to determine if the alleged is a violation of district Policies and Procedures, and, if so, what needs to be done to prevent its recurrence. Individuals disrupting the school process through harassment of staff or students may be banned and barred from entering school property and may be reported to appropriate authorities.

5. Abuse/Harassment of Students

Abuse/harassment of students on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, marital status, citizenship status, or economic status is a violation of the Policies and Regulations of the Omaha Public Schools and, in certain circumstances, the criminal and civil rights laws of the United States and of the state of Nebraska. Such conduct will not be tolerated in the Omaha Public Schools and will subject an employee to serious disciplinary sanctions up to and including termination and revocation of any certificate or license held by the employee and will subject a student to the penalties for such behavior specified in the *Student Code of Conduct* or the Elementary Behavior Guidelines.

Nebraska law mandates that when any school employee has reasonable cause to believe that a child has been subjected to child abuse or neglect, or observes such child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect, the employee shall report such incident or cause a report of child abuse or neglect to be made to the proper law enforcement agency. Allegations that an adult is engaging in sexual harassment of a student as defined herein may constitute an allegation of child abuse and shall be reported as described in this policy.

## 6. Sexual Harassment of Students By Employees

### a. Prohibited Conduct

Prohibited acts of sexual abuse/harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Sexual abuse/harassment includes, but is not limited to the following:

- Pressure for sexual activity;
- Conversation with students substantially using sexually derogatory or demeaning language or any conversation designed to induce a student to engage in sexual activity with the employee;
- Suggesting or demanding sexual involvement accompanied by implied or explicit threats or promises concerning a student's grades, participation in co-curricular activities, etc.;
- Touching of the student that the student finds inappropriate, sexual, or demeaning; and
- Subjecting a student to sexual contact which is defined as follows:

Sexual contact shall mean the intentional touching of the student's sexual or intimate parts or the intentional touching of the student's clothing covering the immediate area of the student's sexual or intimate parts. Sexual contact shall also mean the touching by the student of the employee's sexual or intimate parts or the clothing covering the immediate area of the employee's sexual or intimate parts when such touching is intentionally caused by the employee. Intimate parts shall mean the genital area, groin, inner thighs, buttocks, or breasts.

Any such conduct is strictly prohibited even if it is welcomed by the student.

The prohibitions of this policy extend to sexual abuse/harassment by an employee of the Omaha Public Schools of any student enrolled in a preschool, elementary or secondary educational program offered by the Omaha Public Schools or by any other educational institution and to sexual abuse/harassment of any student enrolled in an adult education program offered by the Omaha Public Schools.

These prohibitions apply whether the employee is on or off duty, whether the conduct occurs on or off Omaha Public Schools' property and whether the student does or does not welcome or invite the employee's conduct.

These prohibitions also apply to sexual abuse/harassment of former preschool, elementary, or secondary students when the employee's relationship with the student began while the former student was enrolled in the Omaha Public Schools and when the sexual harassment occurs within two years of the student leaving the Omaha Public Schools.

b. Sanctions

Sexual harassment constitutes immorality and unprofessional conduct for purposes of just cause discharge procedures. Any report of an employee alleged to be engaged in sexually harassing or attempting to sexually harass a student shall be referred to child protective services or other law enforcement as appropriate, within 24 hours of the making of such accusation, and such referral shall be made by the employee to whom the allegation was reported. The employee shall also immediately notify the Principal, if the Principal is not the individual accused, or the Assistant Superintendent of Human Resources; any Principal notified shall immediately notify the Assistant Superintendent of Human Resources. Any employee violating these Policies and Regulations of the District may have his/her employment terminated, and the Omaha Public Schools will seek revocation of any license or certificate held by the employee who is necessary for his/her employment by the Omaha Public Schools. If the Omaha Public Schools is sued as a result of conduct by an employee prohibited by this policy, the Omaha Public Schools will seek full indemnity from the employee for any expense incurred in defense of such suit and for any damages or attorneys' fees which it must pay as a result of the employee's prohibited conduct.

c. Procedures for Handling Allegations of Sexual Abuse/Harassment of a Student by an Employee

If an employee becomes aware of allegations of sexual harassment of a student by an employee, or if a student becomes aware of such conduct toward another student or toward himself/herself, he/she should report the matter immediately to the Principal, who shall in turn immediately report the matter to the Assistant Superintendent for Human Resources. Any employee who becomes aware of such allegations shall also personally assure that the matter has been reported to Child Protective Services or appropriate law enforcement within 24 hours of receipt of such allegation. Human Resources will investigate to determine if the alleged conduct constitutes a violation of District policies, procedures or regulations that require personnel action. If the employee to whom a report of sexual harassment is made is not assigned to a particular building, he/she should report the matter immediately to the Principal of the building the student is assigned to. If the matter involves a former student, it should be reported to the accused employee's immediate supervisor.

d. Student Reporting of Allegations of Sexual Harassment of a Student by an Employee

A student may report sexual abuse/harassment to any counselor, teacher, Dean, Principal, or other trusted adult. The adult shall follow the reporting processes described in this policy (Refer to Section 6 c).

Any student or his/her family may also make a report of harassment by an employee directly to the Superintendent of Schools, or the Assistant Superintendent of Human Resources.

The substance of any complaint will remain confidential except to the extent necessary to conduct an adequate investigation, to report criminal law violations to law enforcement authorities, and to comply with requirements of law regarding employee discipline, termination, or decertification.

No retaliation of any kind will be permitted against a student or employee who makes a good faith complaint under this policy or participates in an investigation.

During any Omaha Public Schools' investigation the employee may be suspended with pay. Once the Omaha Public Schools' investigation is complete and a decision is made that the employee violated the Policies, Practices or Regulations of the District, discipline procedures applicable to that employee's job category shall be instituted, up to and including termination of employment.

## 7. Sexual Harassment of a Student By Another Student

### a. Prohibited Conduct

Sexual harassment of one student by another takes many forms. It includes, but is not limited to, the following behaviors at school or at a school function off school grounds:

- Explicit and offensive sexual references or gestures;
- Name calling or taunting on the basis of a student's gender;
- Unwelcome, intentional touching or grabbing of another student's intimate parts or the clothing covering a student's intimate parts;
- Language of any kind which is disparaging or demanding to others on the basis of their gender such as sexual epithets or vulgar or profane jokes; and
- Any other verbal or physical conduct which, judged from the perspective of a reasonable student of the same gender as the student claiming he/she was harassed, creates a sexually hostile environment.

### b. Sanctions

Sexual harassment of one student by another on school grounds or at a school function off school grounds will not be tolerated and shall be punished as provided in the *Student Code of Conduct* or the Elementary Behavior Guidelines.

### c. Procedures for Handling Allegations of Sexual Harassment of One Student by Another

The procedures specified below for handling allegations of other types of harassment by students shall also apply to allegations of sexual harassment.

## 8. Other Forms of Harassment of Students

### a. Prohibited Conduct

Harassment of a student, other than sexual harassment, consists of physical or verbal conduct which is related to a student's race, color, religion, gender identity, sexual orientation, disability or handicapping condition, genetic information or national origin and which:

1. has the purpose or effect of creating an intimidating, hostile, or offensive school environment;
2. has the purpose or effect of substantially or unreasonably interfering with a student's school performance; or
3. otherwise adversely affects a student's school opportunities.

### b. Procedures for Handling Allegations of and Sanctions for Employees Non-Sexually Harassing Students

Depending on the seriousness of the degree of the alleged harassment, an accused employee may be suspended with pay pending investigation. Depending upon the nature of the allegation, the employee may be referred to law enforcement. If a decision is made by the Omaha Public Schools' administration that an employee violated the Policies and Procedures of the District, appropriate discipline shall be imposed and could involve, among other disciplinary measures, suspension without pay and/or termination. Disciplinary procedures pertinent to the employees' job category shall be followed. If the Omaha Public Schools is sued as a result of conduct by an employee prohibited by this policy, the Omaha Public Schools will seek full indemnity from the employee for any expenses incurred in defense of such suit and for any damages or attorneys' fees which it must pay as a result of the employee's prohibited conduct.

### c. Sanctions For Students Non-Sexually Harassing Students

Harassment of one student by another on school grounds or at a school function off school grounds on a prohibited basis other than sex will not be tolerated and shall be punished as provided in the *Student Code of Conduct* or the Elementary Behavior Guidelines.

### d. Procedures for Handling Allegations of Non-Sexual Harassment of Students by Students.

If an employee becomes aware of student conduct prohibited by this policy, or if a student becomes aware of such conduct by another student toward himself/herself or toward another student, he/she should report the matter immediately to the Principal who will then investigate to determine if the alleged conduct in fact violates this policy.

If the employee is not assigned to a particular building, he/she should report the matter immediately to the Principal of the building the harassed student is assigned to. A student may also report harassment to his/her counselor, teacher, Dean, Principal or other trusted adult. The adult shall then report the matter immediately to the Principal.

If it appears any criminal laws have been violated, the Principal should immediately contact the Assistant Superintendent for Student and Community Services who should immediately contact the appropriate law enforcement agency. Any Omaha Public Schools' investigation should be coordinated with the appropriate law enforcement agency.

Upon receipt of a report that one student has harassed another student on a prohibited basis, the Principal shall immediately undertake or authorize an Assistant Principal to undertake a thorough investigation of the allegations using the investigative procedures utilized in other instances of alleged student misconduct.

In determining whether alleged conduct constitutes a violation of this policy, the Principal should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

The investigation shall be completed as soon as practicable. The Principal shall make a written report, on School District prescribed forms, upon completion of the investigation. The report shall include a determination of whether the allegations have been substantiated and whether a violation of this policy occurred.

If the Principal concludes a violation of this policy occurred, the Principal shall impose the sanctions prescribed in the *Student Code* or the Elementary Behavior Guidelines.

If the Principal concludes that no violation occurred, the Principal shall so notify each of the students involved.

The substance of any complaint will remain confidential except to the extent necessary to conduct an adequate investigation, to report criminal law violations to law enforcement authorities, and to comply with requirements of law.

No retaliation of any kind will be permitted against a student or employee who makes a good faith complaint under this policy or who participates in an investigation. Any such retaliation will be severely dealt with. Students who retaliate shall be disciplined as provided for in the *Student Code of Conduct* or the Elementary Behavior Guidelines.

If the student alleging harassment is dissatisfied with the resolution of the problem, he/she may use the Omaha Public Schools' complaint procedures to resolve the problem.

#### **10.06 Americans With Disabilities Act (Revised 9/22/97)**

In accordance with the federal Americans With Disabilities Act, the Omaha Public Schools shall not discriminate against any qualified individual with a disability, on the basis of disability, in employment or in any service, programs or activity conducted by the Omaha Public Schools. It shall be the policy of the Omaha Public Schools to operate each service, program, or activity, when viewed in its entirety, in a manner which is readily accessible to and usable by individuals with disabilities.

a. Employees

Any current employee who becomes disabled shall, if necessary, forward a request for reasonable accommodation in writing to the assistant superintendent for Human Resources. Any employee who believes he/she has been discriminated against on the basis of disability should report the matter immediately to the assistant superintendent for Human Resources for investigation. If the complaining employee is dissatisfied with the resolution of the problem, he/she should use the Omaha Public Schools grievance procedure (Section 3.31 or Section 10.08) to resolve the problem. No retaliation of any kind will be permitted against an employee who makes a complaint under this policy.

b. Students and Public

Any student or member of the public who will require accommodation, such as auxiliary aids, to participate in any Omaha Public Schools' service, program, or activity, should request such assistance from the building principal or the ADA coordinator sufficiently in advance of such service, program, or activity to allow time to obtain and provide appropriate accommodation. Any student or member of the public who believes that he/she has been discriminated against on the basis of disability should report the matter immediately to the ADA coordinator for investigation. If the complaining individual is dissatisfied with the resolution of the problem, he/she should use the Omaha Public Schools' grievance procedure (Section 1.11 or Section 10.08) to resolve the problem. No retaliation of any kind will be permitted against any individual who makes a complaint under this policy.

c. Notice

All employees and students shall be given a copy of this policy upon its adoption. Signs shall be posted at all inaccessible entrances to facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities. The international symbol for accessibility shall be used at each accessible entrance of a facility. This policy shall be available, in alternative formats, at the superintendent's office. The ADA coordinator shall make this policy available in such other manner as he/she deems necessary to apprise interested persons of the protections against discrimination afforded under the Americans With Disabilities Act and its applicability to the services, programs, and activities of the Omaha Public Schools.

d. ADA Coordinator

The director for Employee Relations and Contract Management shall be responsible for coordinating compliance with the federal Americans With Disabilities Act including any investigation of complaints filed under this policy; except that complaints filed by employees shall be investigated by the assistant superintendent for Human Resources.

**10.07 Citizenship Rights (10/19/92)**

- a. It shall be the policy of the Board of Education to guarantee all employees of the Omaha Public Schools full political equality with other citizens in the exercise of their political rights and responsibilities within the statutes of the state of Nebraska.

- b. An employee may take a leave of absence when elected to an elective public office.

Requests shall be submitted in writing to the superintendent of schools who shall, in turn, make a recommendation to the Board of Education for final action.

The leave of absence is limited to the initial elective term sought and won by the employee. The subsequent election to the same office or a different elective position may result in an extension of the leave of absence. Appointment to an unexpired term calling for service in office greater than one-half of the regular term of that office shall qualify for, and be treated as a leave of absence for one term of office.

Leaves of absence granted under this section shall be treated in exactly the same manner as other official leaves in regard to right to re-employment, fringe benefits, etc.

The individual shall be required, six months prior to their returning to the school district, to give notice of his/her intentions regarding continued employment by the school district. Certificated staff members shall be required to give notice of their intention one semester prior to their return to the district.

If the individual should resign the elective office during the tenure of the leave of absence, such action shall automatically terminate the leave of absence granted by this section. Acceptance of any other full-time position while on a leave of this nature shall also effectively and automatically terminate said leave of absence.

#### **10.08 Grievance Procedure for Claim of Discrimination (Revised 4/15/13)**

- a. Any person shall have the right to file a formal complaint alleging a violation of Section 10 of these policies and regulations or a violation of federal laws prohibiting discrimination on the basis of race, color, or national origin (Title VII and Title VI of the Civil Rights Act of 1964), religion (Title VII of the Civil Rights Act of 1964), sex (Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972), disability (Section 504 of the Rehabilitation Act of 1973), (the Americans With Disabilities Act of 1990, and the Individuals with Disabilities in Education Act), age (Age Discrimination in Employment Act, and Age Discrimination Act of 1975), genetic information (Title II of the Genetic Information Nondiscrimination Act of 2008), boy scouts or designated youth groups (Boy Scouts of America Equal Access Act), sexual orientation, citizenship status, or economic status, or any other applicable federal or Nebraska anti-discrimination statute.
- b. Unless the policies and regulations of the school district otherwise specifically provide procedures for grievances regarding such alleged discrimination, the following procedures shall apply:

- 1. Level One: Principal or Immediate Supervisor

(Informal and Optional C may be bypassed by the grievant.)

- a) Employees

Employees with a complaint may first discuss it with their principal or immediate supervisor, with the object of resolving the matter informally.



b) Students/Parents

A student or parent with a complaint may discuss the matter with the teacher, counselor, or building administrator involved.

c) Applicants for Employment

Applicants for employment with a complaint may discuss the matter with the administrator who makes the hiring decision for the position applied for.

d) Other Persons

Other persons with a complaint may discuss the matter with the person who makes the decision they are concerned about.

2. Level Two: Antidiscrimination Compliance Officer

If the grievance is not resolved at Level One and the individual still wishes to pursue the grievance, he/she may formalize it by filing a complaint in writing with the designated nondiscrimination compliance officer. A list of such officers with addresses and telephone numbers is available from the Office of the Superintendent. The complaint shall state the nature of the grievance and the remedy requested. The filing of the formal written complaint must occur within 20 working days from the date of the event giving rise to the grievance or from the date the grievant could reasonably have become aware of such event or the grievance will be denied. The grievant may request that a meeting concerning the complaint be held with the compliance officer. A student may be accompanied at the meeting by a parent or guardian. The compliance officer shall investigate the complaint and attempt to resolve it. The compliance officer shall provide notice of the allegations to the individual accused of discrimination. The complainant and the accused shall have the opportunity to present witnesses and provide evidence.

Unless extenuating circumstances exist, a written report from the compliance officer regarding the action taken will be made to the grievant within fifteen (15) working days after final submission of the complaint for decision.

No retaliation of any kind will be permitted against a student or employee who makes a good faith complaint under this policy or participates in an investigation.

3. Level Three: Superintendent

If the complaint is not resolved at Level Two and the individual still wishes to pursue the grievance, he/she may file an appeal in writing to the superintendent of schools within ten working days after receipt of the compliance officer's written report. The grievant may request a meeting with the superintendent or his/her designee. The superintendent shall make a written decision within ten working days after final submission of the appeal for decision.

### **10.09 Dissemination of Policy**

- a. This policy shall be conspicuously posted in each school building in a place accessible to pupils and staff members.

- b. Explicit references to this policy shall appear in the student handbook of each school.
- c. This policy shall be discussed at least once a year with students and employees.

## **SECTION 11. PARENTAL INVOLVEMENT**

### **11.01 Parental Involvement and Participation (Revised 4/16/12)**

The Board of Education of the Omaha Public Schools recognizes that a child's education is a responsibility shared by both school and parent/guardian. This shared responsibility requires that parents/guardians actively participate in the education of their children and that they are informed of the educational practices affecting their children.

It is the intent of the Board of Education that the district shall provide opportunities for the development of parenting skills. This will include training/information regarding appropriate types of parental involvement which demonstrates techniques designed to assist early childhood through grade 12 parents with the child's learning at home.

It is further the intent of the Board of Education that the district shall continue to identify and work toward the elimination of barriers that impede parent involvement.

### **11.02 Parental/Guardian Access to the Schools (8/18/97)**

Parents/guardians are encouraged to visit their children's schools, classrooms, assemblies, counseling sessions and other instructional activities. The district will encourage home and school cooperation by promoting clear, two-way communication with parents/guardians about the instructional program, and the child's participation and progress. Special notice is routinely given to parents/guardians regarding open houses, parent-teacher conferences, award and recognition ceremonies, school activities, certain assemblies, student programs, and other special events.

Parents/guardians are also encouraged to visit or monitor their children's classrooms and daily learning environments. Parents/guardians and other visitors to the schools are expected to arrange such visits in advance.

Parents/guardians and other patrons of the district are welcome and encouraged to visit the schools. All visitors are expected to report to the principal's office to notify staff they are in the building or on school grounds. Visitors to the schools must respect the learning environment and maintain proper behavior and decorum. Disruption of the orderly process of the school is prohibited. The principal or his/her designee is authorized to deny access, ban or bar future access, remove or request the removal of any visitor whose behavior is disruptive to the educational/working environment of the school. Any visitor to the schools who has been denied access or who has been asked to leave may appeal to the Office of the Superintendent.

The superintendent shall formulate such practices and procedures as may be necessary to facilitate parent and other patron access to the schools while protecting the safety of students and staff.

**11.03 Parental and Student Access to Textbooks and Other Curriculum Materials Used by the Omaha Public Schools (Revised 4/16/12)**

Parental involvement is sought by the district when textbooks and other major curriculum materials are being selected for use in the Omaha Public Schools. Individual requests to review materials already in use in the district should be addressed at the building level first. Inquiries may also be addressed to the department of Curriculum and Learning. Parents have the right to review textbooks and other curriculum materials used by the district.

Textbooks are provided to students for use in class and at home as necessary. Students may take home textbooks as needed. If a parent/guardian requests a textbook be sent home, that request will be honored.

**11.04 Testing (Revised 4/16/12)**

The major purpose of the assessment program of the Omaha Public Schools is to provide school staffs, parents, and students with information that can be used to improve students' educational experiences and learning. To provide the most reliable and useful information possible, the assessment program includes multiple methods of assessment such as standardized tests, criterion-referenced tests, performance measures, observation, and portfolios. Standardized tests are used to measure acquisition of basic skills and to compare achievement of students in the Omaha Public Schools with similar students in the nation. Criterion-referenced tests, performance measures, observations, and portfolios are used to determine mastery of state and district academic standards.

Members of the public and parents or guardians requesting to review district assessment instruments may do so by contacting the Research division. To ensure the validity and reliability of test results, district assessment instruments may only be reviewed while the reviewers are in the presence of district staff.

**11.05 Survey of Students (6/19/95)**

External requests to conduct research/studies involving students of the Omaha Public Schools must be submitted in writing to and be approved by the Research division. Research studies include, but are not limited to, surveys, questionnaires, opinionnaires, personal or group interviews, or testing. Prior written consent of a parent (legal guardian) will be required for surveys if they include questions which reveal information concerning:

- a. political affiliation;
- b. mental and psychological problems potentially embarrassing to the student or his/her family;
- c. sex behavior and attitudes;
- d. illegal, anti-social, self-incriminating and demeaning behavior;
- e. critical appraisals of other individuals with whom the student has close family relationships;

- f. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
- g. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

All external and internal research study instruments such as questionnaires and opinionnaires may be reviewed by parents/guardians at any time, including in advance of their child's participation in the study.

#### **11.06 Access to Student Records (Revised 2/21/07)**

Students and their parents/guardians shall annually be notified in writing of their rights to inspect, review, challenge, amend, and give or withhold consent for the disclosure of personally identifiable educational records. The annual notification shall be accomplished by annual publication in the *Omaha World-Herald*, the *Omaha Star* and *Nuestro Mundo*.

A student or his/her parent/guardian may review the educational records of the student at the location where they are on file. Any request to review student records must be honored as soon as possible but within ten days of receipt of the request.

The school district will not provide full access to or disclosure of educational records to the student or his parents/guardians if educational records contain information regarding more than one student. In such cases access will be provided only to information regarding the student who is or whose parent/guardian is requesting such access or disclosure.

The school district will charge according to a schedule developed by the person responsible for the records. Where the fee represents an unusual hardship, it may be waived in part or entirely by the custodian of the records.

Types of educational records maintained by the school district and the individual responsible for those records:

- a. The following school based records are available from the principal of each school. A current list of principal names and school addresses is available from the Student Information Services office, 3215 Cuming Street, Omaha, NE 68131-2024.

Permanent Record Card of Grades, Attendance, and Achievement Test Scores

Cumulative Folders of students currently enrolled in an Omaha Public School

Health records of students currently enrolled

- b. The following central office based records are available from the director of Student Personnel Services and/or the coordinator of Student and Community Services, 3215 Cuming Street, Omaha, NE 68131-2024.

Cumulative Folders of students previously enrolled in an Omaha Public School

Psychological Services records

Student Placement records

Student Due Process records

Special Education Placement records

Health records of students previously enrolled in an Omaha Public School

Other student support records

Rights of Privacy for Student Records - Personally identifiable information will not be released from the educational records of a student without prior written consent of the parent/guardian of the student if the student is under 18 years of age or of the student if he/she is 18 years of age or older except as provided by 34 C.F.R. Section 99.31 (federal regulations which enforce the Family Educational Rights and Privacy Act) and this policy. Personally identifiable information from students' educational records may be disclosed to school officials for legitimate educational purposes.

Directory Information - The school district may release directory information regarding a current student without prior student consent unless the parent/guardian or student 18 years of age or older timely notifies the Student Information Services office that such information is not to be released. Parents/guardians and students 18 years of age and older shall be notified annually of their rights regarding directory information.

Correction or Amendment of Student Records - Upon written request, a parent/guardian or student 18 years of age or older may request that the Omaha Public Schools correct the student's education record, obtain a hearing to challenge the content of the educational records, and/or add a statement to the student's educational record. Any such request must be made to the department of Student and Community Services.

#### **11.07 Exclusion From Assignments, Use of Materials, Tests (6/19/95)**

Upon the request of parents, students may be excused from selected assignments or be given alternative assignments with the use of alternative materials when assignments or materials are objectionable to parents.

Upon the request of parents, students may be excused from participating in particular tests. Students whose parents have requested they be excused from classroom tests on which student evaluation for particular courses is based may be required to complete alternative tests.

#### **11.08 Parent Involvement in School Management (6/19/95)**

Each school and/or department will have parents/guardians as members of the school planning council.

Each school and/or department will develop an action plan for parent/guardian involvement.

**11.09 Staff Development in Parent Involvement (6/19/95)**

Staff development for administrators, teachers, and other appropriate staff members will be provided to enhance family-school relationships in a manner which ensures maximum educational progress for each child.

**11.10 Adoption and Revision of Parental Involvement Policy (6/19/95)**

The Parental Involvement policy is established with the input of parents, is revised annually, and is adopted by the Board of Education following a public hearing. A written copy of the Parental Involvement policy will be provided to each parent/guardian, to each staff member, and will be accessible in each building.

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APPENDIX B

**OMAHA PUBLIC SCHOOLS  
SERVICE ANIMAL REGISTRATION/AGREEMENT**

---

Owner of animal

---

Staff member receiving assistance from animal

Type of Service Animal:

Dog

Other: \_\_\_\_\_

\_\_\_\_\_  
Name of Animal

Letter from physician is attached

Documentation attached that the Service Animal is:

Properly trained and, if applicable, licensed

Properly and currently vaccinated

Under the control of a properly trained handler.

---

Name of handler:

I have read and understand the School District's Service Animals procedure. I will abide by the terms of this procedure.

I understand that if my Service Animal is: out of control and/or the animal's handler does not effectively control the animal's behavior; not housebroken or the animal's presence or behavior fundamentally interferes in the functions of the School District; or, poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications, the School District has the discretion to exclude or remove my Service Animal from its property.

I agree to be responsible for any and all damage to School District property, personal property, and any injuries to individuals caused by my Service Animal. I agree to indemnify, defend and hold harmless Omaha Public Schools from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my Service Animal.

\_\_\_\_\_  
Signature: **Service Animal Owner**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature: Omaha Public Schools  
Assistant Superintendent of Human Resources

\_\_\_\_\_  
Date

***Note: This Registration/Agreement is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different Service Animal will be used.***