

PERSONNEL

Section 10 Professional Employees

A. Professional Employees Defined

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

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

Legal Reference:	§ 79-1234(2); 92 NAC 21
Date of Adoption:	May 19, 2020
Updated:	

B. Qualifications and Assignment

All ESU #13 staff who have professional or teaching responsibilities for students shall hold valid Nebraska teaching certificates pursuant to NDE Rule 21. Teaching assignments shall be made only to ESU #13 teachers who hold valid Nebraska teaching certificates having appropriate endorsements, provided such endorsements are being offered by a Nebraska standard institution of higher education.

Computed on a full-time equivalency basis, a minimum of 90 percent of the teaching assignments at ESU #13 shall be in areas for which assigned teachers hold certificates having appropriate endorsements.

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

All ESU #13 staff who have responsibilities that require a professional license issued by the Nebraska Health and Human Services shall possess and maintain valid licensure as required by law as a condition of employment and continued employment.

Legal Reference:	NDE Rule 84, sections 5.02-.04
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C. Supervision, Assignment and Evaluation When Serving Schools

The policies governing the supervision, assignment and evaluation of ESU #13 employees when they are serving on the instructional or service faculty of a school are as follows:

1. Supervision. Employees assigned to serve a school remain responsible for adhering to the policies of ESU #13 and to the directives of their ESU #13 supervisor. Employees must further adhere to the policies of the school applicable to their assignment and duties and to the directives of the school’s Superintendent or designated administrator of the school; provided such are consistent with ESU #13 policies and directives and with the employee’s assignment. The employee’s supervisor is to coordinate and communicate with the employee and with the school’s administration and make such personal visits to the employee at the school as needed to ensure that the employee is adhering to such responsibilities and receiving the necessary resources and proper treatment. The employee’s supervisor is to establish a protocol to ensure that the employee is at the school at the times the employee is responsible to be at the school.
2. Assignment. In making assignments of employees to serve schools, consideration will be given to the wishes of the employee and the schools. However, ESU #13 reserves the right to assign and reassign in the best interests of ESU #13 as determined by the administrator or designee.
3. Evaluation. When evaluating the performance of an employee assigned to serve a school, the evaluator is to consider, and solicit as needed, information from the school administration related to the performance of the employee while performing duties at schools. Observations of performance of the employee at the school should be made as appropriate to complete the evaluation.

Legal Reference:	NDE Rule 84, section 3.05
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D. Conditions of Employment for Certificated Personnel

1. Contracts
 - a. The Board may elect to amend or not renew the contract of a probationary certificated employee for any reason it deems sufficient if such nonrenewal or amendment is not for constitutionality impermissible reasons. Such nonrenewal or amendment shall be in accordance with Nebraska School Law. Amendment or nonrenewal for reasons of reduction in force shall be in accordance with the procedures provided in Nebraska School Law.
 - b. At any time prior to the holding of a hearing or prior to final determination by the Board to amend or not renew the contract involved, the probationary certificated employee may submit a letter of resignation for the ensuing school year, which resignation shall be accepted by the Board.

- c. All certificated employees shall provide a signed Letter of Intent to Return to the administrator on or before March 15. The letters shall be kept on file in the Administration Office.

2. Salary Payments

Salary payments shall be made to contracted employees in twelve (12) equal installments on or before the 15th day of each month. A schedule of pay dates will be distributed to staff at the beginning of each year.

3. Resignations

All resignations from employment with ESU #13 shall be submitted in writing to the administrator.

4. Verification of Employment Separation

A verification of separation shall be completed for each employee who does not continue employment with ESU #13 and an exit conference may be conducted with each individual not continuing employment with ESU #13.

5. Release from Contract

Request by any certificated employee for release from his/her contract will be granted if the request is made by April 30th and all current contract obligations are met.

Requests made after April 30th will be granted if one or more of the following conditions are met:

- a. A suitable and qualified replacement has been employed to fill the position.
- b. The conditions of the resignation are in the best interest of ESU #13.

6. Policy Conflicts

Employees serving schools who have contracted with ESU #13 for services shall also comply with the policies of the schools served. Conflicts between school policy and ESU #13 policy shall be resolved by the administrator of ESU #13.

Legal Reference:	
Date of Adoption:	February 16, 2021
Updated:	

E. Professional Growth

It shall be the policy of ESU #13 to provide to each professional staff member the equivalent of two (2) days during each school year for activities relating to professional growth. For purposes

of this policy, *two days* shall mean organized or administratively directed activities over a period of hours equaling the total number of hours in a regular school day which shall mean the regular hours for certificated staff members assigned to the ESU #13 administrative office.

Every six years permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth or, in the alternative, such other activities as are approved by the Board, which may include, but are not limited to: educational travel, professional publications, workshops, conferences, webinars, and work on educational committees. Other professional development opportunities may be considered, providing that they are approved by the immediate supervisor.

Legal Reference:	NDE Rule 84, section 3.04E; Nebraska Statute: 79-830
Date of Adoption:	May 19, 2020
Updated:	

F. Standards of Ethical and Professional Performance for Professional Employees

The State of Nebraska and the Board of ESU #13 recognize that teaching and its related services, including administrative and supervisory services, are a profession with all of the rights, responsibilities, and privileges accorded other recognized professions. The Board recognizes and endorses the Standards of Ethical and Professional Performance as established by the Nebraska Department of Education.

As a minimal performance expectation, all professional employees shall comply with the ethics standards set forth by the Nebraska Department of Education as such standards may be modified from time to time. Professional employees in a position or assignment which requires a professional license issued by the Nebraska Health and Human Services (HHS) shall, in addition, comply with the ethics standards established by HHS for their respective profession. For purposes of this Policy, “educator” shall include all professional employees of the Unit.

Preamble to Certificated Employees’ Code of Ethics

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

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for all educators with respect to ethical and professional conduct.

Principle I - Commitment as a Professional Educator:

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

In fulfillment of the educator's contractual and professional responsibilities, the educator:

1. shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, patrons, or ESU #13 Board members;
2. shall not discriminate on the basis of any protected status in its programs and activities;
3. shall not use coercive means, or promise or provide special treatment to students, colleagues, patrons, or ESU #13 Board members in order to influence professional decisions;
4. shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible;
5. shall not exploit professional relationships with students, colleagues, parents, patrons, or ESU #13 Board members for personal gain or private advantage;
6. shall not sexually harass students, parents or patrons, employees, or ESU #13 Board members;
7. shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska;
8. shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties;
9. shall promptly report to the administrator any known violation of these standards;
10. shall seek no reprisal against any individual who has reported a violation of these standards.

Principle II - Commitment to the Student:

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

In fulfillment of the obligation to the student, the educator:

1. shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view;
2. shall not deliberately suppress or distort subject matter for which the educator is responsible;
3. shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety;
4. shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student;

5. shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law;
6. shall not tutor for remuneration students assigned to his or her classes unless approved by the ESU #13 Board;
7. shall not discipline students using corporal punishment and/or prohibited restraint methods;
8. shall not engage in physical or sexual abuse of students, including engaging in sexual behaviors with students.

Principle III - Commitment to the Public:

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

In fulfillment of the obligation to the public, the educator:

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

Principle IV - Commitment to the Profession:

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

In fulfillment of the obligation to the profession, the educator:

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

Principle V - Commitment to Professional Employment Practices:

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

In fulfillment of the obligation to professional employment practices, the educator:

1. shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications;
2. shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment;
3. shall give prompt notice to the employer of any change in availability of service;
4. shall conduct professional business through designated procedures, when available, that have been approved by the ESU #13 Board;
5. shall not assign to unqualified personnel tasks for which an educator is responsible;
6. shall permit no commercial or personal exploitation of his or her professional position;
7. shall use time on duty and leave time for the purpose for which intended.

Competent Professional Performance

Educators must possess the abilities and skills necessary to accomplish the designated task. Therefore, each educator shall:

1. keep records for which he or she is responsible in accordance with law and policies of the school system;
2. supervise others in accordance with law and policies of ESU #13;
3. recognize the role and function of community agencies and groups as they relate to ESU #13 and to his or her position, including but not limited to health and social services, employment services, community teaching resources, cultural opportunities, educational advisory committees, and parent organizations.

Each teacher and special services provider shall:

1. utilize available instructional materials and equipment necessary to accomplish the designated task;
2. adhere to and enforce written and dated administrative policy of ESU #13 which has been communicated to the teacher or special services provider;
3. use channels of communication when interacting with administrators, community agencies, and groups, in accordance with policy.

Each administrator or director shall:

1. use available instructional personnel, materials and equipment necessary to accomplish the designated task;
2. adhere to and enforce school law, state board regulation, and written and dated board policy which has been communicated to the administrator;

3. use channels of communication when interacting with teachers, community agencies and groups in accordance with policy.

Individual Needs and Individual Potential: The educator shall utilize or promote the utilization of diagnostic techniques to analyze the needs and the potential of individuals. These may include but need not necessarily be limited to:

1. personal observation
2. analysis of individual performance and achievement
3. specific performance testing

Instructional Procedures: Each educator shall seek accomplishment of the designated task through selection and utilization of appropriate instructional procedures. Therefore, each educator shall:

1. create an atmosphere which fosters interest and enthusiasm for learning and teaching
2. use procedures appropriate to accomplish the designated task
3. encourage expressions of ideas, opinions and feelings

Each teacher shall:

1. create interest through the use of materials and techniques appropriate to the varying abilities and background of students;
2. consider individual student interests and abilities when planning and implementing instruction.

Each administrator or director shall:

1. support the creation of interest by providing the materials, equipment and encouragement necessary for the teacher to accomplish the designated task;
2. make reasonable assignment of tasks and duties in light of individual abilities and specialties and available personnel resources.

Communication Skills: In communicating with students and other educators, each educator, within the limits prescribed by his or her assignment and role, shall:

1. utilize information and materials that are relevant to the designated task;
2. use language and terminology which are relevant to the designated task;
3. use language which reflects an understanding of the ability of the individual or group;
4. assure that the designated task is understood;
5. use feedback techniques which are relevant to the designated task;
6. consider the entire context of the statements of others when making judgments about what others have said;
7. encourage each individual to state his/her ideas clearly.

Management techniques: The educator shall:

1. resolve discipline problems in accordance with law, board policy, and administrative regulations and policies;
2. maintain consistency in the application of policy and practice;
3. use management techniques which are appropriate to the particular setting such as group work, seat work, lecture, discussion, individual projects and others;
4. develop and maintain positive standards of conduct.

Competence in Specialization: Each educator shall:

1. possess knowledge, within his or her area of specialization, consistent with his or her record of professional preparation;
2. be aware of current developments in his or her field;
3. possess knowledge of resources which may be utilized in improving instruction in his or her area of specialization.

Evaluation of Learning and Goal Achievement: An educator shall accept responsibility commensurate with delegated authority to evaluate learning and goals achievement. Each educator shall:

1. utilize several types of evaluation techniques;
2. provide frequent and prompt feedback concerning the success of learning and goal achievement efforts;
3. analyze and interpret effectively the results of evaluation for judging instruction, the achievement of stated goals, or the need for further diagnosis;
4. utilize the results of evaluation for planning, counseling and program modification;
5. explain methods and procedures of evaluation to those concerned.

Human and Interpersonal Relationships: Educators shall possess effective human and interpersonal relations skills and therefore:

1. shall allow others who hold and express differing opinions or ideas to freely express such ideas;
2. shall not knowingly misinterpret the statement of others;
3. shall not show disrespect for or lack of acceptance of others;
4. shall provide leadership and direction for others by appropriate example;
5. shall offer constructive criticism when necessary;
6. shall comply with reasonable requests and orders given by and with proper authority;
7. shall not assign unreasonable tasks;
8. shall demonstrate self-confidence and self-sufficiency in exercising authority.

Personal Requirements: Each educator within the scope of delegated authority shall:

1. be able to engage in physical activity appropriate to the designated task except for temporary disability;

2. be able to communicate so effectively as to accomplish the designated task;
3. appropriately control his or her emotions;
4. possess and demonstrate sufficient intellectual ability to perform designated tasks.

Continuance in Professional Service: Continuance in professional service requires the maintenance of a valid teaching, administrative, or special services certificate in accordance with the laws of the State of Nebraska.

Contractual Obligations: Educators shall adhere fully to the terms of a contract or appointment.

Legal Reference:	NDE Rule 27
Date of Adoption:	May 19, 2020
Updated:	June 16, 2020

G. Private Tutoring or Services

A professional employee may not provide private tutoring or professional services in exchange for compensation from a source other than ESU #13 or an ESU #13 member school without advance approval of the administrator:

1. to a child that the employee teaches or provides professional services in the course and scope of the employee’s duties to ESU #13; or
2. in an ESU #13 facility or in an ESU #13 member school facility; or
3. during the employee’s duty hours.

Professional employees who accept engagements to provide private tutoring or professional services are to make clear that the services are not being provided on behalf of ESU #13 to the extent the recipient of the services may in any way otherwise be caused to believe the services are provided through ESU #13.

Legal Reference:	NDE Rule 27, sections 27.402E, 27.403F and 27.404B
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H. Evaluations

The Board delegates to the administrator the responsibility of developing, organizing and implementing a system-wide program for evaluating professional employees. The administrator shall develop written Board policies and procedures for the evaluation of certificated employees that are filed with the Department of Education and approved by the Commissioner or designee. The evaluation process is to be conducted in such a manner as to be consistent with and advance the mission and goals of ESU #13.

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

1. Communication of Evaluation Process. Annual written communication of the evaluation process to those being evaluated shall be made by distributing a copy (digital or paper) of the evaluation instrument to the professional staff at the beginning of each evaluation year.
2. Duration and frequency of observations and written evaluations. The duration and frequency of observations and written evaluations are to be as follows:
 - a. Probationary Professional Employees.
 - i. Probationary professional employee for purposes of this evaluation policy means a professional employee who has served under a contract with ESU #13 for less than three successive years.
 - ii. Formal observations of probationary teachers are to be based upon actual classroom observations for an entire instructional period. For probationary professional employees other than teachers, the formal observations shall consist of in-person observations comparable to that for teachers.
 - iii. Probationary employees are to be formally observed and evaluated at least once each semester.
 - iv. The responsible evaluator is expected to complete the second semester evaluations of probationary professional employees prior to April 15 of each year.
 - b. Permanent Employees.
 - i. Permanent professional employee for purposes of this evaluation policy means a professional employee who has served under a contract with ESU #13 for at least three successive years.
 - ii. Formal observations and evaluations of permanent teachers are to be based upon actual classroom observations for an entire instructional period. For permanent professional employees other than teachers, the formal observations shall consist of in-person observations comparable to that for teachers.
 - iii. Permanent professional employees are to be formally observed and evaluated at least once each school year. Where it is appropriate based on the permanent employee's employment with ESU #13, overall experience, and prior evaluations, the responsible evaluator may establish an evaluation cycle of up to every three years, rather than an annual evaluation cycle.
 - c. Employees' Responsibility. Professional employees are expected to inform the responsible evaluator of instructional periods or professional activities that would be conducive to an evaluation and to make themselves readily available to be evaluated. In the event the responsible evaluator has not initiated the evaluation process nearing the time within which an evaluation is to be completed, the employee has the responsibility to notify the responsible evaluator such that the evaluation can be completed when due.

- d. Informal Observations and Evaluations. Informal observations and evaluations may be conducted as the administration determines to be appropriate.
 - e. Additional Observations and Evaluations. The duration and frequency of observations and written evaluations is specified as a minimum expectation for the evaluators. Observations and evaluations of greater frequency or number than required may be conducted and made at the request of the employee or at the discretion of the evaluator.
3. Evaluation Criteria. Professional employees performing instructional duties shall be evaluated based upon the following evaluation criteria:
- Instructional Performance
 - Classroom Organization and Management
 - Personal and Professional Conduct

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

In preparing summative evaluations, evaluators are to consider not only the formal observations conducted, but also informal observations and other relevant information concerning the performance of the employee in each of the evaluation criteria. Further, evaluators are to consider the input of administrators and other professional staff of the schools served by the employee, as applicable.

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

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

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

5. Responses to Evaluations. Professional employees will be given seven calendar days from receipt of an evaluation in which to give a written response to the evaluation.
6. Plan for Training Evaluators. All evaluators shall possess a valid Nebraska

administrator’s Certificate and be trained to use the evaluation system. Training sessions in the use of the evaluation system will be provided by the administrator or designee to all evaluators prior to their participation in evaluations. Refresher training is to be conducted as the administrator determines to be needed.

Legal Reference:	NDE Rule 10 (as guidance only; not directly applicable to the ESU); NDE Rule 84, 5.04
Date of Adoption: Updated:	May 19, 2020

I. Grievance Procedure

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to problems that may from time to time arise concerning the terms and conditions of employment that are set forth in the negotiated agreement with the recognized bargaining unit(s) within ESU #13 (the “Association”).

Step One (Informal to Supervisor)

1. If the Association or an employee has a grievance, the Association representative is to first discuss the matter with the administrator at the most-direct level or, in the case of an employee-grievant, the employee’s immediate supervisor.
2. Step One is to be taken within 20 business days of the occurrence of the circumstance or action that creates the basis for the grievance.
3. An employee-grievant may have a local representative present.
4. The administrator or immediate supervisor to whom the grievance is presented is to give an oral or written response within 5 business days.

Step Two (Written to Supervisor)

1. If the Association or the employee-grievant feels that the grievance is not satisfactorily resolved at Step One, the Association or the employee-grievant is to prepare a written grievance statement and give the statement to the administrator or immediate supervisor to whom the oral grievance was submitted.
2. Step Two is to be taken within 5 business days of the immediate supervisor’s response, or the passage of the response deadline in the event of a failure to respond at Step One.
3. The administrator or immediate supervisor is to give a written response within 5 business days.

Step Three (Written to Administrator)

1. If the grievance is not resolved at Step Two to the satisfaction of the Association or the employee-grievant, the Association or the teacher-grievant is to give the written grievance statement to the administrator and request a response to the grievance from the administrator.
2. Step Three is to be taken within 5 business days of the Step Two response, or the passage of the response deadline in the event of a failure to respond at Step Two.

3. The administrator may request that the Association or the employee-grievant give additional information in support of the grievance.
4. The administrator is to give a written response within the 5 business days of receipt of any information requested by the administrator.

Step Four (To Board)

1. If the grievance is not resolved at Step Three to the satisfaction of the Association or the employee-grievant, the Association or the employee-grievant is to give the administrator or the Board President a written grievance statement and request a response from the Board.
2. Step Four is to be taken within 5 business days of the administrator’s response, or the passage of the response deadline in the event of a failure to respond, at Step Three.
3. The Association or the employee-grievant and the administrators may provide Board members with written information concerning the grievance dispute in advance of the meeting at which the Board or a committee of the Board will consider the grievance.
4. The Board or a committee of the Board is to give a decision on the grievance. If the grievance is submitted to the Board at least 2 weeks prior to the next regularly scheduled Board meeting, the decision is to be given at (or if a committee is used, on or before the date of) that Board meeting. If the grievance is submitted to the Board within 2 weeks of the next regularly scheduled Board meeting, the decision on the grievance is to be given at (or if a committee is used, on or before the date of) the next following regularly scheduled Board meeting. The Board may give its decision at a special meeting so long as the decision is given within the foregoing time frames.
5. The decision at Step Four shall be final.

Conditions of Grievance Procedures

1. Time limits herein are provided in business days, which excludes time periods when the business office of the ESU are closed for regular operations.
2. Time limits may be extended by agreement of the grievant and the ESU administrator responsible at each particular grievance Step.
3. Failure of a grievant to comply with the time limits shall constitute a waiver of right to proceed to the next step.
4. Failure of an administrator to comply with the time limits at any level shall permit the grievant to proceed to the next step.
5. Administrators and employees shall not retaliate against the Association or an employee-grievant for good-faith use of the grievance procedure.

Legal Reference:	
Date of Adoption:	May 19, 2020

J. Contract Amendment/Termination of Certificated Staff

When it is deemed that the quality of the services of an employee is below the standard required, he/she will be advised that their continued employment is being considered for nonrenewal, and they will be given an opportunity to improve their performance.

When it becomes necessary to again inform the employee that the quality of services is still below the required standards, the notice will be given in writing, a copy of which will be forwarded to the administrator for filing in the employee's primary personnel file.

Any certificated employee whose contract of employment may be amended, terminated, or not renewed for the next school year shall be notified in writing on or before April 15 of each year of such possible action on the contract. Recommendation for nonrenewal will contain specific reason(s) for dismissal and reference to previous warning(s). A copy of the recommendation will be furnished to the employee.

The board will notify the employee in writing that recommendations for nonrenewal have been received and will be considered. Staff members being considered for nonrenewal of their contract may request a hearing in front of the ESU #13 Board as outlined in Nebraska Statute 79-831.

Legal Reference:	§§ 79-831
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K. Resignation of Certificated Staff

1. Resignations submitted after August 1 of the current year will carry an obligation on the part of the resigning staff member to serve until a replacement has been obtained.
2. Resignations occurring because of anticipated, prolonged illnesses may be exempt from conditions set forth above, when accompanied by a physician's certificate.
3. Resignations should be submitted in writing.
4. Employees who resign effective at the close of the school year, and who apply for reinstatement before September 1st of the current year may be restored to a vacancy for which qualified without loss of pay status.

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L. Reduction in Force

Reductions in force of certificated staff may occur due to decreasing enrollments in schools served, limited financial support, changes in financial support, budget restrictions, changes in programs, changes in services provided, changing needs for services by school districts, changes in full time equivalencies, or other changes in circumstances. If a change in circumstances occurs necessitating a reduction in force, the administrator or designee shall recommend to the Board those certificated

employees to be reduced, and the Board shall take action thereon, in accordance with applicable laws.

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

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

1. Areas of certification and endorsement. It shall be the responsibility of all certificated employees to file with the administrator a copy of their teaching certificate or administrative and supervisory certificate or other license, including endorsements, upon initial employment with ESU #13. On or before March 15th of each year thereafter, for so long as the employee is employed in ESU #13 or has rights of recall, the employee shall file with the administrator evidence of any changes in the employee's certification, endorsements, or licensure which have occurred since March 15th of the previous year or which are pending;
2. special qualifications that may require specific training and/or experience;
3. existing school assignment;
4. staffing requests from schools;
5. location of schools and assignments;
6. programs to be offered;
7. state and federal regulations which may mandate certain employment practices;
8. contributions beyond the standard duties of the certificated employee's position, including contributions to activity programs of the schools;
9. qualifications based on past performance and competence as determined by the administrator or the evaluator of the affected employees through employee evaluation procedures. The criteria for employee evaluations (including frequency of the evaluation, evaluation forms, number and length of classroom observations, if applicable) used for purposes of this policy consists of the ESU #13 Board policies and administrative rules, regulations, forms and practices related to the periodic evaluation of certificated employees in effect as of the time the evaluation was completed. Such evaluation policies, etc., are incorporated herein as though set forth in full;
10. the organizational and educational impact created by multiple part time certificated employees;
11. any other criteria which are rationally related to the instruction and services provided by, and the administration of, ESU #13.

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

Due to the often intimate, confidential, and unique personal working relationship necessary between the administration and the Board, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within ESU #13.

If, after consideration of the above, it is the opinion of the administrator that no significant difference exists between certificated employees being considered for reduction in force, then the employee with the longest uninterrupted service to ESU #13 shall be retained. Uninterrupted service time shall accrue the same for all certificated employees regardless of their full time equivalency. Uninterrupted service time for employees employed less than a full school year shall accrue according to the number of contract days worked. Uninterrupted service time shall not accrue for certificated employees on leave of absence for more than 40 days.

A certificated employee whose contract is terminated because of reduction in force shall be considered to have been dismissed with honor. The employee shall, upon request, be provided a letter to that effect. The employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year. The employee shall be recalled on the basis of length of uninterrupted service to ESU #13 to any position for which the employee is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits which had accrued to the employee prior to the reduction, but such leave of absence shall not be considered as a year of employment by ESU #13. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.

Any certificated employee whose employment contract is reduced as a result of reduction in force shall, during the period of recall, report current address information to the administrator and inform the administrator of any changes of address thereafter. If a vacancy occurs for which the employee has rights of recall, the offer of such employment may be sent by the administrator to the employee's last reported address. If no acceptance of such offer is received from the employee within 14 days of mailing and the administrator has no personal knowledge of the whereabouts of the employee (other than said last known address), the employee shall be deemed to have waived rights to recall to that employment position.

Legal Reference:	Nebraska Statutes: §§ 79-846 to 79-848; §§ 79-1234 to 79-1239
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