

Complaint Form for Discrimination, Harassment, or Retaliation**AR-4003**

McPherson County School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Kami Florea, Principal, P.O. Box 38, Tryon, Nebraska, 69167 (308) 587-2262
kflorea@mcstryon.org

Name: _____

Date: _____

(1) Description of the complaint:

(2) Names of any witnesses to the matter being complained about:

(3) Identify and attach any document supporting the complaint:

(4) Confidentiality: I ____ do__ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

(5) Relief requested (what I want done in response to this complaint):

_____.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: _____

Received by: _____ Date: _____

AR Adopted: May 12, 2016
AR Revised: May 11, 2023

Report of Suspected Child Abuse or Neglect Form

AR-4020

REPORT OF SUSPECTED CHILD ABUSE OR NEGLECT

Name of Child: _____ Age: _____

Child's Address: _____

School: _____ Grade: _____ Sex: _____

Name of Parent(s) or Guardian(s): _____

Address: _____

TYPE OF SUSPECTED

Abuse

or

Neglect

_____ Burns

_____ Emotional

_____ Beating

_____ Abandonment

_____ Fracture

_____ Malnutrition

_____ Sexual

_____ Hygiene/Personal Care

_____ Other (Specify)

_____ Other (Specify)

Date of Suspected Incident: _____

State Time, Place, and Conditions Prompting Report: _____

Child's account of Injury or Situation: _____

Other Pertinent Information (e.g. relevant health information, knowledge of family situation, etc.)

Person Completing this Report:

Signature: _____ Date: _____

Title: _____ Time: _____

Action Taken: _____ Principal Notified _____ Counselor Notified
 _____ Police Called _____ H.H.S. Called

Person Reporting to H.H.S. or Police:

Signature: _____ Date: _____

Title: _____ Time: _____

Name of Other Persons Directly or Indirectly Contributing to this Report: _____

Name of Person Contacted (H.H.S. or Police): _____

Return this completed form to the Principal as soon as possible after the incident occurs.

AR Adopted: May 6, 2015
AR Reviewed: May 11, 2023

Drug Free School and Community Forms

AR-4075

The form to be signed by school district employees acknowledging receipt of Policy 4075, Drug Free School and Community, shall contain the following language:

“I, the undersigned, do by affixing my signature hereto, acknowledge that I understand the school district’s absolute prohibition against the possession, use, or distribution of illicit drugs or alcohol by school district employees on school district premises or as a part of any school district activities as defined by school board policy or administrative regulation. I further understand that disciplinary actions, up to and including termination of my employment and referral for criminal prosecution, may be imposed upon me for any violation of these standards. I agree to be bound by these standards and acknowledge that I have been fully notified and that all policies have been explained to my satisfaction and full understanding by appropriate school district officials. I further understand that compliance with these standards is mandatory and is a material term and condition of my employment by the school district, that the standards have been adopted pursuant to federal and other law, and that failure to comply with such federal law may put the school district’s receipt of federal funds in jeopardy.”

The form to be signed by each student’s parent or legal guardian showing receipt of (a) the school district’s standards of conduct for student behavior which prohibits the unlawful possession, use, or distribution of illicit drugs or alcohol on school district premises or as a part of any school district activities, and (b) a statement of disciplinary actions that may be taken for violations of such standards of conduct shall contain the following language:

“This receipt shall serve to demonstrate that you as parent or legal guardian of a student attending McPherson County Schools have received notice of the standards of conduct of the school district exacted of students concerning the absolute prohibition against the unlawful possession, use, or distribution of illicit drugs or alcohol on school district premises or as a part of any school district activities as described in school board policy or administrative regulation. This notice is being provided to you pursuant to federal law and any federal legal requirements for the school district to obtain any federal financial assistance. Your signature on this receipt acknowledges that you and your child or children fully understand the school district’s position absolutely prohibiting the unlawful possession, use, or distribution of illicit drugs or alcohol on school district premises or as a part of any school district activities as hereinabove described and that compliance with these standards is mandatory. Any non-compliance with these standards can and will result in disciplinary actions being taken against any student failing to comply with these standards.”

Routine Procedures for Sanitation and Hygiene When Handling Body Fluids

The following procedures shall be followed to ensure that body fluids, including blood, vomitus, urine, feces, semen, saliva, and nasal discharges, are handled properly.

For the purpose of this regulation, "occupational exposure" means reasonable anticipated skin, eye, mucous membrane, or parenteral (piercing mucous membranes or the skin barrier through needle sticks, human bites, cuts, abrasions, etc.) contact with blood or other potential infectious materials that may result from the performance of employment duties. Other potential infectious materials include body fluids such as semen, vaginal secretions, respiratory discharge, tears, vomitus, urine, feces, saliva, etc.

School district employees have been divided into the following three categories by job classification:

- (a) Category I: Custodians, secretaries, school nurses, athletic director, trainers, coaches, special education teachers and paraeducators who work with exceptional children and who may render first aid, and playground supervisors. All such employees have occupational exposure and shall be issued a first aid kit containing the necessary protective clothing and disinfectants needed to render first aid or for cleaning up after a body fluid spill.
- (b) Category II: Building principals, teachers, para-educators, cooks, and persons who occasionally render first aid. All such employees may have an occasional occupational exposure and shall have ready access to a first aid kit with protective clothing and disinfectants available should exposure be eminent.
- (c) Category III: Central administration employees and clerical personnel who are unlikely to have any occupational exposure.

Equipment Needed

The following equipment shall be available for the proper handling of body fluids: hand soap, paper towels, mops, dust pans, water, buckets, disposable plastic bags, disposable rubber gloves, and non-disposable household gloves. In addition, school district employees shall use a tuberculocidal germicidal disinfectant which has been approved by the Environmental Protection Agency to be effective with both the Human Immunodeficiency Virus (HIV) and the Hepatitis B Virus (HBV), or a solution of 5.25% sodium hypochlorite (household bleach) diluted 1:100 (approximately ¼ cup of bleach per one gallon of water).

Procedures

The following is a list of general procedures which are to be followed when occupational exposure occurs or is likely to occur:

- (a) Wash hands and wear disposable gloves before making contact with body fluids during care, treatment, and all cleaning procedures;
- (b) Wear new disposable gloves each time and discard contaminated gloves after each use;
- (c) Wash hands each time after handling body fluids and contaminated articles, whether or not gloves are worn;
- (d) Discard disposable items, including tampons, used bandages, and dressings, into plastic-lined trash containers with lids. Close all bags, label, and discard daily;
- (e) Do not reuse plastic bags;

- (f) Use disposable tissues, not handkerchiefs, for nasal drainage or wiping saliva, dispose of used tissues properly, and do not reuse;
- (g) Use paper towels to pick up and discard solid waste materials such as vomitus or feces;
- (h) Use disposable items to handle body fluids whenever possible; and
- (i) All disposable items and supplies to handle body fluids should be bagged, labeled, and disposed of daily.

The following procedures shall be used for hand washing:

- (a) Use hand soap and warm running water. Soap suspends easily removable soil and microorganisms, allowing them to be washed off;
- (b) Rub hands together for approximately ten seconds to work up a lather;
- (c) Scrub between fingers, knuckles, back of hands, and around nails;
- (d) Rinse hands under warm running water. Running water is necessary to carry away debris and dirt; and
- (e) Use paper towels to thoroughly dry hands. Turn off water faucet using the paper towel.

The following procedures shall be used for washable surfaces:

- (a) For tables, desks, etc.:
 - (1) Wear non-disposable/household gloves;
 - (2) Use a tuberculocidal germicidal disinfectant or sodium hypochlorite solution described above. Either is suitable for use;
 - (3) When a tuberculocidal germicidal disinfectant is used, handle with care. Gloves should be worn since the solution is irritating to the skin. Avoid applying on metal since it will corrode most metals;
 - (4) Apply with a sponge or cloth applicator. Thoroughly wet the surface. Rinse applicator in disinfectant solution. If necessary, polish the surface with a dry cloth; and
 - (5) Allow to air dry.
- (b) For floors:
 - (1) Wear non-disposable/household gloves if fluids could get on hands;
 - (2) Use tuberculocidal germicidal disinfectant described above;
 - (3) Use the two-bucket system - one bucket to wash the soiled surface and one bucket to rinse. In bucket #1, dip, wring, and mop up body fluid spill. Dip mop in bucket #1, wring, and mop once more. Dip and wring out mop in bucket #1. Put mop in bucket #2 (rinse bucket) that has a clean tuberculocidal germicidal disinfectant. Mop area with clean disinfectant solution. Return mop to bucket #1, rinse, and wring. This keeps the rinse bucket clean for a second spill in the area. Place used mops in plastic bag, label appropriately, and send to laundry;
 - (4) Disposable cleaning equipment and water should be placed in a toilet or plastic bag as appropriate;
 - (5) Rinse non-disposable cleaning equipment (dust pans, buckets) in disinfectant solution;
 - (6) Dispose of disinfectant solution down a sanitary drain;
 - (7) Wash gloves in disinfectant solution or with soap and water and hang up to air dry; and
 - (8) Wash hands as previously instructed.

The following procedures shall be used for non-washable surfaces (rugs, upholstery) or in school transportation vehicles:

- (a) Wear household or disposable gloves if fluids could get on hands;
- (b) Apply a sanitary absorbing or encapsulating agent, let dry or solidify, vacuum, or remove with a dustpan and broom or a spatula (Note: The combination of the spill and the chemical agent could result in a very slippery encapsulated waste product. Care should be taken to limit traffic in the area to authorized clean-up personnel);
- (c) Apply rug or upholstery shampoo as directed and vacuum again according to directions on shampoo container;
- (d) If a sanitizing carpet cleaner is available, use with water extraction method, following the directions on the label (an appropriate sanitizing carpet cleaner is Sanex - 2 ounces per gallon of water);
- (e) Clean dustpan and broom, if used, by rinsing in disinfectant solution;
- (f) Air dry; and
- (g) Wash hands as previously instructed.

The following procedures shall be used to soiled washable materials (clothing, towels, etc.):

- (a) Rinse item under running water using gloved hands (household or disposable);
- (b) Place item in plastic bag, label, and seal until item is washed. Plastic bags containing soiled washable material must be clearly identified if outside laundry service is used;
- (c) Wash hands as previously instructed;
- (d) Wipe sink with paper towels, discard towels;
- (e) Wash soiled items separately, using hot water and bleach if possible;
- (f) Discard plastic bags in regular trash container; and
- (g) Wash hands as previously instructed after handling soiled items.

The following procedures shall be used for diaper changes:

- (a) Gather equipment;
- (b) Wash hands and wear disposable gloves;
- (c) Perform diaper change and do thorough genital cleaning;
- (d) Dispose of soiled diaper and gloves in a labeled plastic bag;
- (e) Dispose of plastic bag in regular trash; and
- (f) Wash hands as previously instructed.

The following procedures shall be used for dish care in special areas where extra sanitation precautions must be taken:

- (a) Wear non-disposable/household gloves to protect hands from chapping and hot water;
- (b) Dish pans must be used;
- (c) Use hot, soapy water;
- (d) Dip in sanitizing solution (an appropriate food contact surface sanitizer is F-25 sanitizer, 1 ounce per 4 gallons of water); and
- (e) Drain dry.

Legal Reference: 29 CFR § 1910.1030

Body Fluid Source of Infectious Agents**AR-4080.3**

The following is a listing of body fluids, possible organisms transmitted in these fluids, and methods of contact.

BODY FLUID SOURCE	ORGANISM OF CONCERN	TRANSMISSION OF CONCERN
Blood: Cuts, Abrasions, Nosebleeds, etc.	Hepatitis B, Hepatitis C, HIV Virus, and Cytomegalovirus	Bloodstream inoculation through cuts and abrasions on hands, menstrual.
Feces	Salmonella and Shigella Bacteria, Rotavirus, Hepatitis A Virus	Oral inoculation from contaminated hands.
Urine	Cytomegalovirus	Bloodstream, oral, and membrane inoculation from hands.
Respiratory, Nasal Discharge, Saliva	Mononucleosis Virus, Common Cold Virus, Hepatitis B Virus, Hepatitis C Virus, COVID-19 Virus	Oral inoculation from contaminated hands. Bloodstream inoculation through bites.
Vomit	Gastrointestinal Virus (e.g., Norwalk Agent Rotavirus)	Oral inoculation from contaminated hands.
Semen	Hepatitis B, Hepatitis C, HIV, Gonorrhea	Sexual contact.

AR Adopted: May 6, 2015

AR Review: May 11, 2023

The Right to Inspect and Copy

A school district employee has the right to inspect and copy medical information maintained by the school district in the course of such employee's work-related activities, except any information compiled in anticipation of or for the use of any civil, criminal, or administrative action or proceeding.

Right to Amend

If a school district employee thinks that the medical information contained in his or her personal record is incorrect or incomplete, he or she may ask to amend the information. The request to amend the information shall be in writing, and shall identify the specific information he or she wishes to amend and include the information setting forth the reasons he or she believes the information is incorrect or incomplete. The request for amendment, along with the reasons provided, shall be filed with the employee's related employment documents.

Restrictions or Confidential Communications

A school district employee has the right to request restrictions and confidential communications concerning protected health information. Such restrictions or directives shall be filed in writing and may not be retroactive in nature. Such restrictions may not be in conflict with necessary business practices or provisions of law.

Right to Accounting of Disclosure

The school district has the right to disclose a school district employee's personal health information (PHI) acquired in the course of his or her employment with its management staff, legal counsel, insurance companies, medical providers, etc., on a business need-to-know basis or in order to comply with law. (Note: Unless specifically requested by a school district employee, the release of information to future prospective employers may include data relating to days of medical or sick leave the employee may have used, but shall not include the reasons for such medical or sick leave). The school district shall not disclose any PHI that is part of a school district employee's employment record under any circumstances, including disclosure to other family members, unless school district officials receive a written request on a form signed by the employee identifying the information he or she wishes disclosed and to whom. A copy of any request for disclosure shall be maintained in the employee's employment file and is subject to his or her inspection. The school district is not required to maintain such records longer than six (6) years or to maintain any information about disclosures or disclosure requests prior to April 14, 2003.

Right to Revocation of Disclosure

If a school district employee authorizes disclosure of any information, either to the school district and/or to another party, the employee may revoke such authorization in writing at any time. Revocation of such authorization must be filed with the superintendent of schools and shall be maintained as a part of the employee's employment file. However, if the PHI is essential to secure employment benefits, revocation of such authorization may result in the denial of benefits.

Complaint Alleging Violation

If a school district employee feels that his or her PHI has been used inappropriately or in violation of school district policies or administrative regulations, such employee may file a written complaint with the school district or with the United States Department of Health and Human Services.

Change of Notice of Health Information Privacy Practices

The school district has the right to amend this notice at any time in the future consistent with law. Until such amendments are made, the school district shall abide by the terms of this notice.

Confirmation of Receipt

As an employee of McPherson County Schools, please sign and return a copy of this regulation to confirm that you have received a copy. You will be provided with a copy for your personal records as well. The signed copy of the regulation shall be maintained as a part of your employment record.

Employee Comments:

I, _____, acknowledge receipt of this privacy notice and regulation.

Employee Signature

Date

AR Adopted: May 6, 2015
AR Reviewed: May 11, 2023

Authorization for Use or Disclosure of Protected Health Information

AR-4095.2

Patient Name _____

I hereby authorize my physician and/or administrative and clinical staff to disclose the following protected health information to an authorized representative of McPherson County Schools [specifically and meaningfully describe the protected health information to be disclosed, such as date of service, type of service, level of detail to be released, etc.]:

This protected health information is being used for the following purposes [List specific purposes here. "At the request of the individual" is acceptable if the request is made by the patient, and the patient does not want to state a specific purpose]:

This authorization shall be in force and effect until _____ [specify either a date or event related to the patient or the purpose of the use or disclosure], at which time this authorization to use or disclose this protected health information expires.

I understand that I have the right to revoke this authorization at any time by sending a written notice to my physician's office.

I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by state or federal law.

Patient or Patient's Representative

Date

Printed Name of Patient's Representative: _____

Relationship to Patient: _____

Classified Employment Agreement For An Indefinite Term

AR-4205

This employment agreement is made by and between McPherson County Schools, legally known as McPherson County School District No. 60-0090, referred to herein as the "District," and _____, referred to herein as the "Employee."

WITNESSETH: District agrees to employ Employee as _____ and the Employee agrees to accept such employment subject to the following terms and conditions:

1. Term of Employment. The term of this agreement shall be indefinite. It shall commence on the 1st day of August, 20__.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired on an "at will" basis. The Employee's duties and extent of employment are subject to assignment by the Superintendent of Schools or the Employee's supervisor. The Employee's compensation is dependent upon the extent of his/her employment and duties and may be adjusted by the District during the course of the Employee's employment. The Employee agrees at all times to perform all of his/her duties faithfully, industriously, and to the best of his/her ability, experience and talents.

3. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Superintendent or the Employee's supervisor.

4. Compensation. The Employee's wage shall be the hourly rate for the work performed as specified for the position.

5. Policies, Rules and Regulations. The Employee agrees to be governed by the policies of the Board of Education (Board), the rules and regulations of the District, and the directives of supervisors. These policies, rules and regulations may be changed at any time, with or without notice to the Employee.

6. Termination of Employment. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing. The Superintendent of Schools may, acting upon his/her own initiative, terminate the Employee's employment; and such termination will be effective upon the date of the decision.

7. Health Insurance. The Employee shall be entitled to enroll in the health insurance coverage offered to the Employee's classification of employees as offered by the Board for the relevant contract year.

8. Paid Leave. The Employee shall receive the following paid leave for the term of this contract:

- a. Paid Holidays.** The Employee shall receive paid holidays as described in the School District's Job Description.
- b. Vacation.** The Employee shall receive 10 vacation days for the term of this contract. If either party to this contract terminates the employment relationship during or at the conclusion of the term of this agreement, the Employee shall be compensated for each day of unused vacation at the hourly rate and scheduled work hours described above. If

the parties continue the employment relationship beyond the next school year, the Employee may NOT carry forward any accrued but unused vacation days.

- c. **Sick Leave.** The Employee shall receive 10 paid sick days for the term of this contract. The Employee may use paid sick leave under the terms and conditions specified in the School District's Staff Handbook. If either party to this contract terminates the employment relationship during or at the conclusion of the term of this contract, the Employee shall not be compensated for any unused sick leave. If the parties continue the employment relationship beyond the term of this contract, the Employee may carry forward any accrued but unused sick days. The Employee may accrue up to 50 days of sick leave, and in no event shall the Employee receive additional days beyond the 50 day accrual cap.
- d. **Bereavement Leave.** The employee shall receive 3 paid bereavement days per occurrence for the death of immediate family members (spouse, child, parent, sibling).

9. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the District by the Employee and may be withheld by the District from any payments to the Employee and may not be withheld by the District from any payments to him/her.

10. Deductions. The Employee authorizes the district to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by him/her, the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of his/her or owed by him/her to the District during the course of employment.

11. Compensatory Time. At its discretion, the District may assign compensatory time in lieu of overtime pay. The Employee agrees to accept compensatory time off in lieu of overtime compensation at a rate equal to one and one-half hours of time off for each hour of employment for which overtime compensation would otherwise be required.

12. Two or More Types of Work. If the Employee performs two or more different kinds of work for which different hourly rates are paid, the employee's "regular rate" will be the weighted average of such rates for the purpose of computing the payment of any overtime hours. For example, the regular rate for an Employee who worked 25 hours at \$10 per hour and 25 hours at \$12 per hour would be \$11.

13. Occasional or Sporadic Employment. If the Employee, solely at his/her option, works occasionally or sporadically on a part-time basis for the District in a different capacity from his/her regular employment, the hours worked in the different jobs shall not be combined for the purpose of determining overtime liability under the Fair Labor Standards Act.

14. Entirety of Agreement and Amendments. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that it constitutes the entire agreement; and that no representations, promises, agreements or undertakings, written or oral, are that not contained herein shall not be of any force or effect. This Agreement may be modified only by a written instrument signed by the Employee and the Superintendent.

15. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Employee Superintendent/Authorized Designee

Executed on _____, 20____. Executed on _____, 20____.

AR Adopted: May 6, 2015
AR Revised: April 14, 2016
AR Revised: August 11, 2016
AR Reviewed: May 11, 2023

Classified Partial-Year Employment Agreement For An Indefinite Term AR-4206

This employment agreement is made by and between McPherson County Schools, legally known as McPherson County School District No. 60-0090, referred to herein as the "District," and _____, referred to herein as the "Employee."

WITNESSETH: District agrees to employ Employee as _____ and the Employee agrees to accept such employment subject to the following terms and conditions:

1. Term of Employment. The term of this agreement shall be indefinite. It shall commence on the 1st day of August, 20__.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired on an "at will" basis. The Employee's duties and extent of employment are subject to assignment by the Superintendent of Schools or the Employee's supervisor. The Employee's compensation is dependent upon the extent of his/her employment and duties and may be adjusted by the District during the course of the Employee's employment. The Employee agrees at all times to perform all of his/her duties faithfully, industriously, and to the best of his/her ability, experience and talents.

3. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Superintendent or the Employee's supervisor.

4. Compensation. The Employee's wage shall be the hourly rate for the work performed as specified for the position.

5. Policies, Rules and Regulations. The Employee agrees to be governed by the policies of the Board of Education (Board), the rules and regulations of the District, and the directives of supervisors. These policies, rules and regulations may be changed at any time, with or without notice to the Employee.

6. Termination of Employment. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing. The Superintendent of Schools may, acting upon his/her own initiative, terminate the Employee's employment; and such termination will be effective upon the date of the decision.

7. Health Insurance. The Employee shall be entitled to enroll in the health insurance coverage offered to the Employee's classification of employees as offered by the Board for the relevant contract year. For the 20__ - 20__ school year, the Board is offering _____, and the Employee must pay the premiums for the months of June, July, and August. For the 20__ - 20__ school year, the monthly premium is _____. The employee must either work sufficient hours during the payroll periods preceding the premium due date to permit the District to deduct the premium cost from the Employee's pay, or write a check to the District for the full monthly premium value on or before the day the premiums are due. By signing below, the Employee authorizes the District to deduct from the Employee's pay any amounts needed to cover premium costs required by this Agreement. Failure to pay the district directly or work sufficient hours to cover the premium cost in any month will result in the loss of coverage as permitted by law.

8. Paid Leave. The Employee shall receive the following paid leave for the term of this contract:

a. Paid Holidays. The Employee shall receive paid holidays as described in the School District's Job Description.

b. Sick Leave. The Employee shall receive 10 paid sick days for the term of this contract. The Employee may use paid sick leave under the terms and conditions specified in the School District's Staff Handbook. If either party to this contract terminates the employment relationship during or at the conclusion of the term of this contract, the Employee shall not be compensated for any unused sick leave. If the parties continue the employment relationship beyond the term of this contract, the Employee may carry forward any accrued but unused sick days. The Employee may accrue up to 50 days of sick leave, and in no event shall the Employee receive additional days beyond the 50 day accrual cap.

c. Bereavement Leave. The employee shall receive 3 paid bereavement days per occurrence for the death of immediate family members (spouse, child, parent, sibling).

9. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the District by the Employee and may be withheld by the District from any payments to the Employee and may not be withheld by the District from any payments to him/her.

10. Deductions. The Employee authorizes the district to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by him/her, the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of his/her or owed by him/her to the District during the course of employment.

11. Compensatory Time. At its discretion, the District may assign compensatory time in lieu of overtime pay. The Employee agrees to accept compensatory time off in lieu of overtime compensation at a rate equal to one and one-half hours of time off for each hour of employment for which overtime compensation would otherwise be required.

12. Two or More Types of Work. If the Employee performs two or more different kinds of work for which different hourly rates are paid, the employee's "regular rate" will be the weighted average of such rates for the purpose of computing the payment of any overtime hours. For example, the regular rate for an Employee who worked 25 hours at \$10 per hour and 25 hours at \$12 per hour would be \$11.

13. Occasional or Sporadic Employment. If the Employee, solely at his/her option, works occasionally or sporadically on a part-time basis for the District in a different capacity from his/her regular employment, the hours worked in the different jobs shall not be combined for the purpose of determining overtime liability under the Fair Labor Standards Act.

14. Entirety of Agreement and Amendments. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that it constitutes the entire agreement; and that no representations, promises, agreements

or undertakings, written or oral, are that not contained herein shall not be of any force or effect. This Agreement may be modified only by a written instrument signed by the Employee and the Superintendent.

15. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Employee

Superintendent/Authorized Designee

Executed on _____, 20____. Executed on _____, 20____.

AR Adopted: August 11, 2016
AR Reviewed: May 11, 2023

Classified Employee Evaluation Form**AR-4210**

NAME: _____

The purpose of the Performance Appraisal Plan shall be as follows:

- (a) To provide a guided method for reviewing how well the employee is performing in his or her job;
- (b) To review accomplishments since the last review;
- (c) To appraise the employee's potential for greater responsibilities; and
- (d) To discuss a plan that will encourage movement toward improved performance.

Each classified employee shall be evaluated at least once each year. Additional evaluations may occur as often as is deemed necessary. Classified evaluations shall be completed by March 1 each year. The evaluator shall discuss the evaluation form with the employee prior to the evaluation. Employees shall be given the opportunity to provide a written response to his or her evaluation if he or she so chooses. The original copy of the evaluation form shall be filed in the employee's personnel file, and a second copy shall be given to the employee. All evaluation forms shall be treated as confidential.

Rating Categories

- (1) Not observed.
- (2) Needs improvement. Performance less than satisfactory. Falls below what is expected or required on most aspects of the element. Improvement necessary to meet job requirements.
- (3) Fair. Performance generally satisfactory, but sometimes falls below an acceptable level (below on some but not most) aspects of the element. Some improvement necessary to meet job requirements.
- (4) Satisfactory. Performance consistently good. Meets requirements of the job on all aspects of the element. No performance problems or cause for concern.
- (5) Excellent. Performance is consistently outstanding. Far exceeds requirement of the job on almost all aspects of the element. At a performance level where only slight refinement of skills is possible.

CLASSIFIED EMPLOYEE EVALUATION FORM

1	2	3	4	5	Willing to put in extra time and effort.
---	---	---	---	---	--

Comments:

1	2	3	4	5	Is appropriately groomed and dressed.
---	---	---	---	---	---------------------------------------

Comments:

1	2	3	4	5	Interacts positively with students and public.
---	---	---	---	---	--

Comments:

1	2	3	4	5	Maintains confidentiality.
---	---	---	---	---	----------------------------

Comments:

1	2	3	4	5	Possesses knowledge of job required.
---	---	---	---	---	--------------------------------------

Comments:

1	2	3	4	5	Is dependable.
---	---	---	---	---	----------------

Comments:

1	2	3	4	5	Cooperates with supervisors.
---	---	---	---	---	------------------------------

Comments:

1	2	3	4	5	Possesses good relations with co-workers.
---	---	---	---	---	---

Comments:

1	2	3	4	5	Possesses good attitude on the job.
---	---	---	---	---	-------------------------------------

Comments:

1	2	3	4	5	Possesses initiative and resourcefulness.
---	---	---	---	---	---

Comments:

1	2	3	4	5	Observes the rules of the workplace.
---	---	---	---	---	--------------------------------------

Comments:

1	2	3	4	5	Adjusts to conditions of work.
---	---	---	---	---	--------------------------------

Comments:

1	2	3	4	5	Is decisive.
---	---	---	---	---	--------------

Comments:

1	2	3	4	5	Uses conservation/economy of materials.
---	---	---	---	---	---

Comments:

1	2	3	4	5	Is accurate and thorough.
---	---	---	---	---	---------------------------

Comments:

1	2	3	4	5	Completes work with neatness and acceptability.
---	---	---	---	---	---

Comments:

1	2	3	4	5	Uses sound judgment.
---	---	---	---	---	----------------------

Comments:

1	2	3	4	5	Produces an adequate amount of work.
---	---	---	---	---	--------------------------------------

Comments:

1	2	3	4	5	Completes work in a timely fashion.
---	---	---	---	---	-------------------------------------

Comments:

1	2	3	4	5	Carries appropriate share of the work load.
---	---	---	---	---	---

Comments:

1	2	3	4	5	Accepts constructive criticism.
---	---	---	---	---	---------------------------------

Comments:

1	2	3	4	5	Willing to take on additional responsibility/upgrades skills.
---	---	---	---	---	---

Comments:

1	2	3	4	5	Assumes the initiative to perform work.
---	---	---	---	---	---

Comments:

1	2	3	4	5	Provides assistance to co-workers.
---	---	---	---	---	------------------------------------

Comments:

1	2	3	4	5	Demonstrates willingness to change assignments.
---	---	---	---	---	---

Comments:

1	2	3	4	5	Is punctual.
---	---	---	---	---	--------------

Comments:

1	2	3	4	5	Is regular in attendance.
---	---	---	---	---	---------------------------

Comments:

AR Adopted: May 6, 2015
AR Reviewed: May 11, 2023

Guidelines for Filing a Grievance and Procedure for Classified Employees

Any classified school district employee who has a work-related grievance or who is making a formal report of a situation involving sexual harassment shall, within ten (10) days following the occurrence of the situation, first discuss the nature of the grievance with his or her immediate supervisor.

If not satisfied with the supervisor's suggested resolution of the grievance, the employee shall, within five (5) working days of having received the supervisor's decision, send a written grievance to the superintendent of schools. The written grievance shall contain the following information:

- (a) The exact nature of the grievance;
- (b) The act or acts of commission or omission which has caused the employee to file the grievance;
- (c) The approximate date the act occurred;
- (d) The identity of the party or parties alleged to have caused the grievance; and
- (e) The anticipated remedy sought to correct the grievance.

Upon receiving the written grievance, the superintendent shall, within ten (10) working days, meet with the employee and attempt to resolve the grievance.

If not satisfied with the superintendent's decision, the employee shall, within ten (10) working days, request in writing to the superintendent that a board of education committee be convened to hear the grievance. The grievance shall be heard in closed session, unless the employee requests a public hearing, and shall be attended by the superintendent, the supervisor, the employee, and an advocate for the employee at his or her discretion. The board of education committee shall render a decision at the hearing, and said decision shall terminate the grievance procedure.

If more than one classified school district employee has a grievance of similar nature, they may, as a group, invoke the grievance procedure described above.

CLASSIFIED EMPLOYEE COMPLAINT FORM
MCPHERSON COUNTY SCHOOLS

Information of person filing the complaint:

Name: _____ Position: _____ Date: _____

Address: _____ City/State: _____ Zip: _____

Please identify any school district employee and/or the policy/program/event who is or which is the reason for this complaint.

Please describe the problem, or the reason for the complaint. Try to keep comments as concise as possible, and include date(s) and/or time of day in defining the complaint.

Please state the expectations you have for the resolution of this complaint.

The signed complaint shall include information as requested. Pages may be attached to the form to include statements or information that extends beyond the space provided for any section of the complaint. The superintendent will take the necessary time to investigate this complaint and may interview other people as deemed necessary.

Signature: _____ Date: _____

For Office Use Only:

Date Received: _____ Review Dates: _____

Superintendent's summary statement and conclusion:

Superintendent's Signature

AR Adopted: May 6, 2015
AR Reviewed: May 11, 2023

Teacher's Contract of Employment

AR-4530

This contract is made by and between the McPherson County School District No. 60-0090, in the County of McPherson, in the State of Nebraska, hereinafter referred to as the "District" and _____, a legally qualified teacher, hereinafter referred to as the "Teacher."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher in the schools of the District for a school year, which shall begin on or about the _____ day of _____, 20__, and end on or about the _____ day of _____, 20__, and shall consist of _____ days of service including at least _____ teaching days, and that the Teacher hereby agrees to accept such employment at a salary of \$ _____ and under the following conditions.

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the _____ day of _____, 20__, and the remaining installments shall be payable on the _____ day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him or her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school, to his or her position in all respects and to diligently and faithfully perform the assigned duties as Teacher to the best of his or her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra-duty" assignments as defined from time to time by the parties to this contract, which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree.

FOURTH: This contract may be canceled or amended by a majority of the members of the Board of Education of the District during the school year for any of the following reasons: (a) upon revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of Chapter 79, Article 8 of the Nebraska Revised Statutes.

FIFTH: Upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to _____ days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the District and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulation governing deductions from the above stated compensation with reference to withholding tax, Social Security, and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he or she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this contract. The Teacher further affirms that at the beginning of the term of this contract, he or she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the Teacher's Certificate, as herein listed, is registered in the office of the County Superintendent of Schools in the County and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: The terms and conditions set forth in this contract shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the Board of Education of the District and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the District. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination, or cancellation shall also be subject to the requirements of Chapter 79, Article 8 of the Nebraska Revised Statutes and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of this contract or Renewal Agreement to the Superintendent of Schools or the Secretary of the Board of Education of the District on or before _____ shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other contract terms.

Executed this _____ day of _____, 20__.

Teacher

Superintendent

McPherson County School District No. 60-0090, McPherson County, State of Nebraska, Tryon, Nebraska

AR Adopted: May 6, 2015

AR Revised: January 14, 2016

AR Reviewed: May 11, 2023

TEACHER/EDUCATIONAL SPECIALIST
FORMATIVE/SUMMATIVE EVALUATION

TEACHER/SPECIALIST INFORMATION:

Teacher/Specialist Name: Click here to enter text.

Grade/Subject Area: Click here to enter text.

School(s)

1 Click here to enter text.

2 Click here to enter text.

3 Click here to enter text.

Evaluator:

School Year:

Date of Evaluation:

Click here to enter text.

Click here to enter text.

Click here to enter text.

Probationary teachers/educational specialists are rated on the Effective Practices each semester based on at least one formal observation for a full instructional period and such other observation data or artifacts as may have been collected. Permanent teachers/specialists are rated on the Effective Practices at the end of the summative year.

Probationary ____ Year 1 ____ Year 2 ____ Year 3 ____ Semester 1 ____ Semester 2

Permanent ____ Semester 1 ____ Semester 2

Part I: Nebraska Effective Practices

EFFECTIVE PRACTICE: (1) Foundational Knowledge. The teacher demonstrates a comprehensive knowledge of content, pedagogy, students, and standards needed to provide each student with effective opportunities for learning, development, and achievement.

Evaluator Rating	Description
<input type="checkbox"/> Exemplary	The teacher demonstrates a current and comprehensive knowledge of content, pedagogy, students, and standards needed to provide each student with effective opportunities for learning, development, and achievement.

<input type="checkbox"/> Proficient	The teacher demonstrates a comprehensive knowledge of content, pedagogy, students, and standards needed to provide each student with effective opportunities for learning, development, and achievement.
<input type="checkbox"/> Basic	The teacher demonstrates limited knowledge of content, pedagogy, students, or standards needed to provide each student with effective opportunities for learning, development, and achievement.
<input type="checkbox"/> Unsatisfactory	The teacher demonstrates a lack of knowledge of content, pedagogy, students, or standards needed to provide each student with effective opportunities for learning, development, and achievement.
Evaluator's Comments Example Indicators	
<p>(a) Possesses a strong command of the content in which he /she teaches. _____</p> <p>(b) Possesses a strong command of the related instructional strategies in the discipline(s) he/she teaches. _____</p> <p>(c) Understands research-based instructional approaches, strategies, assessments, and interventions. _____</p> <p>(d) Understands the intellectual, social, emotional, and physical development of students, how they learn and how they differ. _____</p> <p>(e) Understands the effect of cultural and societal influences on learning for each student. _____</p> <p>(f) Understands how national, state and local standards impact teaching. _____</p> <p>(g) Understands the components of an effective curriculum. _____</p> <p>(h) Accepts responsibility for the growth of student learning, development, and achievement. _____</p>	

(1) Foundational Knowledge

Marzano Instructional Model

Domain 2: Planning and preparing

- 42: Effective Scaffolding of Information within Lessons
- 43: Lessons within Units
- 44: Attention to Established Content Standards
- 45: Use of Available Traditional Resources
- 46: Use of Available Technology
- 47: Needs of English Language Learners
- 48: Needs of Students Receiving Special Education
- 49: Needs of Students Who Lack Support for Schooling

Domain 3: Reflecting on Teaching

- 50: Identifying Areas of Pedagogical Strengths and Weakness
- 51: Evaluating the Effectiveness of Individual Lessons and Units
- 52: Evaluation the Effectiveness of Specific Pedagogical Strategies and Behaviors
- 53: Developing a Written Growth and Development Plan
- 54: Monitoring Progress Relative to the Professional Growth and Development Plan

Domain 4: Collegiality and Professionalism

- 55: Promoting Positive Interactions with Colleagues
- 56: Promoting Positive Interactions about Students and Parents
- 57: Seeking Mentorship for Areas of Need or Interest
- 58: Mentoring Other Teachers and Sharing Ideas and Strategies
- 59: Adhering to District and School Rules and Procedures
- 60: Participating in District and School Initiatives.

EFFECTIVE PRACTICE: (2) Planning and Preparation. The teacher integrates knowledge of content, pedagogy, students, and standards with the established curriculum to set high expectations and develop rigorous instruction for each student that supports the growth of student learning, development, and achievement.	
Evaluator Rating	Description
<input type="checkbox"/> Exemplary	The teacher purposefully and consistently integrates a comprehensive knowledge of content, pedagogy, students, and standards with the established curriculum to develop units, lessons, and other learning experiences that support the growth of individual student learning, development, and achievement.
<input type="checkbox"/> Proficient	The teacher consistently integrates knowledge of content, pedagogy, students, and standards with the established curriculum to develop coherent and rigorous units, lessons, and activities that support the growth of student learning, development, and achievement.
<input type="checkbox"/> Basic	The teacher demonstrates a basic knowledge of content, pedagogy, students, and curriculum standards, but fails to integrate them consistently to develop units, lessons, and learning activities.
<input type="checkbox"/> Unsatisfactory	The teacher displays a very limited knowledge of content, pedagogy, students, or curriculum standards, and/or fails to develop coherent and rigorous units, lessons, and learning activities.
Evaluator's Comments: Example Indicators	
(a) Develops coherent units, lessons, and activities that reflect high expectations and enable each student to achieve standards, learning goals, and instructional objectives. ____ (b) Designs and adapts lessons based on student progress, assessment results, and interests. ____ (c) Uses a variety of appropriate, researched-based teaching strategies. ____ (d) Considers students' prior knowledge, abilities, and individual circumstances to ensure that instruction is differentiated, relevant to students, and rigorous. ____ (e) Integrates a variety of resources, including technology, to provide challenging, motivating, and engaging learning experiences. ____	

(2) Planning and Preparation

Marzano Instructional Model:

Domain 1: Classroom strategies and Behaviors.

1: Providing Clear Learning Goals and Scales

2: Tracking Student Progress

36: Understanding Students' Interests and Background

Domain 2: Planning and Preparing

42: Effective Scaffolding of Information within Lessons

43: Lessons within Units

44: Attention to Established Content Standards

45: Use of Available Traditional Resources

46: Use of Available Technology

47: Needs of English Language Learners

48: Needs of Students Receiving Special Education

49: Needs of Students Who Lack Support for Schooling

Domain 3: Reflecting on Teaching

51: Evaluating the Effectiveness of Individual Lessons and Units

52: Evaluation the Effectiveness of specific Pedagogical Strategies and Behaviors

EFFECTIVE PRACTICE: (3) The Learning Environment. The teacher creates and maintains a learning environment that fosters positive relationships and promotes active student engagement in learning, development, and achievement.

Evaluator Rating	Description
<input type="checkbox"/> Exemplary	The teacher creates and consistently maintains an exceptional learning environment that fosters positive relationships and promotes active student engagement in learning, development, and achievement.
<input type="checkbox"/> Proficient	The teacher creates and maintains an effective learning environment that fosters positive relationships and promotes active student engagement in learning, development, and achievement.
<input type="checkbox"/> Basic	The teacher strives to create and maintain a learning environment that fosters positive relationships and promotes active student engagement in learning, development, and achievement; however, the results are not consistent. The teacher fails to create and/or maintain an effective or engaging learning environment.
<input type="checkbox"/> Unsatisfactory	The teacher fails to create and/or maintain an effective or engaging learning environment.
Evaluator's Comments:	
<p>(a) Establishes relationships that result in a positive learning climate of openness, mutual respect, support, and inquiry. _____</p> <p>(b) Interacts with students in ways that demonstrate and promote recognition of diversity. _____</p> <p>(c) Ensures a safe and accessible environment.</p> <p>(d) Establishes, communicates, and maintains effective routines, procedures, and clear standards of conduct. _____</p> <p>(e) Establishes a collaborative learning community built on trust and teamwork that is consistent with and supportive of the development of students as individuals. _____</p> <p>(f) Establishes high expectation that cultivate each learner's self-motivation and encourages pride in their genuine accomplishments. _____</p> <p>(g) Values individual students, their families, neighborhoods, and communities; acknowledges their experiences and builds upon those experiences to academic success. _____</p>	

(3) The Learning Environment

Marzano Instructional Model:

Domain 1: Classroom Strategies and Behaviors

Design Question 2: Helping Students Interact with New Knowledge

6: Identifying Critical Content

7: Organizing Students to Interact with New Content

8: Previewing New Concepts

9: Chunking Content into "Digestible Bites"

10: Helping Students Process New Content

11: Helping Students Elaborate on New Content

12: Helping Students Record and Represent Knowledge

13: Helping Students Reflex on Learning

36: Understand Students' Interests and Backgrounds

Design Question 5: Engaging Students

24: Noticing When Students are not engaged

25: Using Academic Games

26: Managing Response Rates

27: Using Physical Movement

28: Maintaining a Lively Pace

- 29: Demonstrating Intensity and Enthusiasm
- 30: Using Friendly Controversy
- 31: Providing Opportunities for Students to Talk About Themselves
- 32: Presenting Unusual or Intriguing Information
- Design Question 6: Establishing Rules and Procedures
 - 4: Establish Classroom Routines
 - 5: Organizing the Physical Layout of the Classroom
- Design Question 7: Recognizing Adherence to Rules and Procedures
 - 33: Demonstrating “Withitness”
 - 34: Applying Consequences for Lack of Adherence to Rules and Procedures
 - 35: Acknowledging Adherence to Rules and Procedures
- Design Question 8: Establishing and Maintaining Effective Relationships with Students
 - 37: Using Verbal and Nonverbal Behaviors that Indicate Affection for Students
 - 38: Displaying Objectivity and Control
- Design Question 9: Communicating High Expectations for All Students
 - 39: Demonstrating Value and Respect for Low Expectancy Students
 - 40: Asking Questions of Low Expectancy Students
 - 41: Probing Incorrect Answers with Low Expectancy Students
- Domain 2: Planning and Preparing
 - 42: Effective Scaffolding of Information within Lessons
 - 43: Lessons within Units
 - 44: Attention to Established Content Standards
 - 45: Use of Available Traditional Resources
 - 46: Use of Available Technology
 - 47: Needs of English Language Learners
 - 48: Needs of Students Receiving Special Education
 - 49: Needs of Students Who Lack Support for Schooling

EFFECTIVE PRACTICE: (4) Instructional Strategies. The teacher uses effective instructional strategies to ensure growth in student achievement.	
Evaluator Rating	Description
<input type="checkbox"/> Exemplary	The teacher consistently uses highly effective instructional strategies that result in continuous growth in learning for each student.
<input type="checkbox"/> Proficient	The teacher regularly uses effective instructional strategies to ensure growth in student achievement.
<input type="checkbox"/> Basic	The teacher strives to use effective instructional strategies to ensure growth in student achievement, but has inconsistent results.
<input type="checkbox"/> Unsatisfactory	The teacher fails to use effective instructional strategies and growth in student achievement is below expectations.
Evaluator’s Comments:	

- (a) Uses a range of developmentally appropriate instructional strategies and resources that are targeted to meet learning goals. _____
- (b) Modifies, adapts, and differentiates instruction and accommodations based on data analysis, observation, and student needs. _____
- (c) Communicates effectively with students to promote and support high expectations for achievement. _____
- (d) Assumes various roles in the instructional process appropriate to the content, purposes of instruction, and the needs of the students. _____
- (e) Engages students by using varied activities, assignments, groupings, structure, pacing, and a variety of instructional techniques such as direct instruction, inquiry, questioning, and discussion as appropriate for individual student achievement. _____
- (f) Uses strategies that enable students to develop skills in critical thinking, creativity, and problem-solving. _____
- (g) Uses existing and emerging technologies as needed to support and promote student learning. _____
- (h) Implements engaging learning experiences that draw upon family and community resources. _____

(4) Instructional Strategies

Marzano Instructional Model

Domain 1: Classroom Strategies and Behaviors

Design Question 2: Helping Students Interact with New Knowledge

- 6: Identifying Critical Content
- 7: Organizing Students to Interact with New Content
- 8: Previewing New Concepts
- 9: Chunking Content into "Digestible Bites"
- 10: Helping Students Process New Content
- 11: Helping Students Elaborate on New Content
- 12: Helping Students Record and Represent Knowledge
- 13: Helping Students Reflect on Learning
- 36: Understand Students' Interests and Backgrounds

Design Question 3: Helping Students Practice and Deepen New Knowledge

- 14: Reviewing Content
- 15: Organizing Students to Practice and Deepen Knowledge
- 16: Using Homework
- 17: Helping Students Examine Similarities and Differences
- 18: Helping Students Examine Their Reasoning
- 19: Helping Students Practice Skills, Strategies, and Processes
- 20: Helping Students Revise Knowledge

Design Question 4: Helping Students Generate and Test Hypotheses

- 21: Organizing Students for Cognitively Complex Tasks
- 22: Engaging Students in Cognitively Complex Tasks Involving Hypothesis Generation and Testing
- 23: Providing Resources and Guidance for Cognitively Complex Tasks

Design Question 8: Establishing and Maintaining Effective Relationships with Students

- 36: Understanding Students' Interests and Backgrounds
- 37: Using Verbal and Nonverbal Behaviors that Indicate Affection for Students
- 38: Displaying Objectivity and Control

Design Question 9: Communicating High Expectations for All Students

- 39: Demonstrating Value and Respect for Low Expectancy Students
- 40: Asking Questions of Low Expectancy Students
- 41: Probing Incorrect Answers with Low Expectancy Students

EFFECTIVE PRACTICE: (5) Assessment. The teacher systematically uses multiple methods of formative and summative assessment to measure student progress and to inform ongoing planning, instruction, and reporting.	
Evaluator Rating	Description
<input type="checkbox"/> Exemplary	The teacher is viewed as an assessment leader for the building/district. He/she consistently and systematically creates and uses multiple methods of formative and summative assessment to measure student progress. The teacher disaggregates data for use in planning, preparing for instruction, and reporting.
<input type="checkbox"/> Proficient	The teacher consistently and systematically develops and uses multiple methods of formative and summative assessment to measure student progress. The teacher uses assessment results when planning, preparing for instruction, and reporting.
<input type="checkbox"/> Basic	The teacher has limited understanding of the various methods of assessment, and/or the teacher uses assessment results inconsistently.
<input type="checkbox"/> Unsatisfactory	The teacher has little or no understanding of assessment methods and uses them inconsistently or incorrectly. Assessment results are ignored or not used appropriately.
Evaluator's Comments:	
(a) Develops and uses varied and appropriate assessments and accommodations based on instructional objectives and student needs. _____ (b) Uses both formative and summative assessments and the resulting data to inform instruction, monitor student progress over time, and provide meaningful feedback to each student. _____ (c) Seeks to assure that classroom-based assessment instruments and procedures are effective, free of bias, and appropriate to the developmental and linguistic capabilities of students. _____ (d) Develops or selects appropriate assessments and interprets the resulting data, both individually and with colleagues. _____ (e) Use strategies that enable students to set high expectations for personal achievement, and to assess, monitor, and reflect on their work. _____ (f) Complies and reports assessment data to accurately document student progress over time. _____	

(5) Assessment

Marzano Instructional Model

Domain 1: Classroom Strategies and Behaviors

Design Question 1: Communicating Learning Goals and Feedback

- 1: Providing Rigorous Learning Goals and Performance Scales (Rubrics)
- 2: Tracking Student Progress
- 3: Celebrating Success

Design Question 2: Helping Students Interact with New Knowledge

- 13: Helping Students Reflex on Learning

Domain 3: Reflecting on Teaching

51: Evaluating the Effectiveness of Individual Lessons and Units

52: Evaluation the Effectiveness of specific Pedagogical Strategies and Behaviors

Evaluator Rating	Description
<input type="checkbox"/> Exemplary	The teacher serves as a role model for ethical and responsible behavior and serves as a leader in the professional community.
<input type="checkbox"/> Proficient	The teacher consistently models ethical and responsible behavior as a member of the professional community.
<input type="checkbox"/> Basic	The teacher understands ethical and responsible behavior, but is inconsistent in demonstrating a high level of professional practice

<input type="checkbox"/> Unsatisfactory	The teacher fails to act in an ethical and/or professional responsible manner.
Evaluator's Comments:	
(a) Systematically reflects on their own professional practice in order to bring about continuous improvement. _____ (b) Actively pursues meaningful professional development. _____ (c) Contributes to and advocates for the profession. _____ (d) Protects the established rights and confidentiality of students and families. _____ (e) Adheres to school policies, procedures, and regulations. _____ (f) Models ethical behavior in accordance with established standards. _____ (g) Maintains accurate records, documentation, and data. _____	

(6) Professionalism

Marzano Instructional Model

Domain 3: Reflecting on Teaching

50: Identifying Areas of Pedagogical Strengths and Weakness

51: Evaluating the Effectiveness of Individual Lessons and Units

52: Evaluation the Effectiveness of Specific Pedagogical Strategies and Behaviors

53: Developing a Written Growth and Development Plan

54: Monitoring Progress Relative to the Professional Growth and Development Plan

Domain 4: Collegiality and Professionalism

55: Promoting Positive Interactions with Colleagues

56: Promoting Positive Interactions about Students and Parents

57: Seeking Mentorship for Areas of Need or Interest

58: Mentoring Other Teachers and Sharing Ideas and Strategies

59: Adhering to District and School Rules and Procedures

60: Participating in District and School Initiatives.

EFFECTIVE PRACTICE: (7) Vision and Collaboration. The teacher contributes to and promotes the vision of the school and collaborates with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development and achievement.	
Evaluator Rating	Description
<input type="checkbox"/> Exemplary	The teacher takes a leadership role in contributing to and promoting the vision of the school and continuously collaborates with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development, and achievement.
<input type="checkbox"/> Proficient	The teacher contributes to and promotes the vision of the school and collaborates with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development, and achievement.
<input type="checkbox"/> Basic	The teacher strives to promote the vision of the school and to collaborate with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development, and achievement, but with limited or inconsistent results.
<input type="checkbox"/> Unsatisfactory	The teacher fails to contribute to and promote the vision of the school. The teacher fails to recognize his/her responsibility to collaborate with students, families, colleagues, and the larger community, and to share responsibility for the growth of student learning, development, and achievement.
Evaluator's Comments:	

- (a) Actively participates in the development and implantation of the school's vision, mission, and goals for teaching and learning. _____
- (b) Contributes to the continuous school improvement process. _____
- (c) Establishes and maintains collaborative professional relationships. _____
- (d) Uses effective communication strategies and technological resources when appropriate, and takes into account various factors that impact communication with individual students, their families, and the community. _____
- (e) Collaborates with students, parents, families, and the community to create meaningful relationships that enhance the learning process. _____

(7) Vision and Collaboration

Marzano Instructional Model

Domain 1: Classroom Strategies and Behaviors

Design Question 9: Communicating High Expectations for All students

39: Demonstrating Value and Respect for Low Expectancy Students

40: Asking Questions of Low Expectancy Students

41: Probing Incorrect Answers with Low Expectancy Students

Domain 3: Reflecting on Teaching

50: Identifying Areas of Pedagogical Strengths and Weakness

51: Evaluating the Effectiveness of Individual Lessons and Units

52: Evaluation the Effectiveness of Specific Pedagogical Strategies and Behaviors

53: Developing a Written Growth and Development Plan

54: Monitoring Progress Relative to the Professional Growth and Development Plan

Domain 4: Collegiality and Professionalism

55: Promoting Positive Interactions with Colleagues

56: Promoting Positive Interactions about Students and Parents

57: Seeking Mentorship for Areas of Need or Interest

58: Mentoring Other Teachers and Sharing Ideas and Strategies

SUMMARY OF EFFECTIVE PRACTICES

Areas of Strength
Click here to enter text.
Areas of Development
Click here to enter text.

- ☐ Plan for Improvement (required for rating of “Basic” on any of the Effective Practices)
- ☐ Plan for Assistance attached (required for rating “Unsatisfactory” on any of the Effective Practices)

Part II: Student Learning Objectives/Specialist Program Objectives. (Combined rating; attach SLO/SPO Templates)	
Evaluator Rating	Description
<input type="checkbox"/> Exemplary	Results across all Student Learning Objectives/Specialist Program Objectives demonstrate that objectives have been met or exceeded in all respects. Students, including those in special populations, show exceptional learning gains, or program elements improved at a level beyond expectations. SLO/SPO design shows exemplary quality and rigor and implementation strategies were executed diligently. The teacher/educational specialist's impact on student learning or program improvement can serve as a model for other faculty.
<input type="checkbox"/> Proficient	Results across all Student Learning Objectives/Specialist Program Objectives demonstrate that objectives have been met or nearly met on an overall basis, and all or nearly all students or program criteria show growth. Special populations show significant learning gains, or program elements improved at the expected level. SLO/SPO design shows appropriate quality and rigor and implementation strategies were effectively carried out. The teacher/educational specialist's impact on student learning or program improvement is evident.
<input type="checkbox"/> Basic	Results across all Student Learning Objectives/Specialist Program Objectives demonstrate that objectives have not been met on an overall basis, although some student achievement growth or program criteria improvement is evident. Growth in student achievement or program improvement is somewhat below expectations. SLO/SPO design may have been somewhat lacking in quality and /or rigor and implementation strategies were not carried out as effectively as could be expected.
<input type="checkbox"/> Unsatisfactory	Results across all Student Learning Objectives/Specialist Program Objectives demonstrate that objectives were not met or met only partially, and student achievement growth or program improvement is significantly below expectations. In addition, SLO/SPO design may have been deficient in quality and/or rigor and implementation strategies were not effectively carried out.
Evaluator's Comments:	
Click here to enter text.	

- ☐ Plan for Improvement attached (required for rating of “Basic”)
- ☐ Plan for Assistance attached (required for rating “Unsatisfactory”)

Part III: Individual Professional Development Plan. (Attach Plan document)

Evaluator Rating	Description
<input type="checkbox"/> Exemplary	The Individual Professional Development Plan's goals have been met or exceeded in all respects. There is evidence that implementation and completion of the Plan has led to significant, positive, and lasting change in job performance.
<input type="checkbox"/> Proficient	The Individual Professional Development Plan's goals have been met or nearly met on an overall basis. There is evidence that implementation and completion of the Plan has led to a positive change in job performance.
<input type="checkbox"/> Basic	The Individual Professional Development Plan's goals have not been met or have been only partially met on an overall basis. There is limited evidence to date that implementation of the Plan has led to a positive change in job performance.
<input type="checkbox"/> Unsatisfactory	The Individual Professional Development Plan's goals have not been met to a satisfactory degree. Implementation of the plan has not led to a positive change in job performance.
Evaluator's Comments:	
Click here to enter text.	

- ☐ Plan for Improvement attached (required for rating of "Basic")
- ☐ Plan for Assistance attached (required for rating of "Unsatisfactory")

Part IV: Local District Standards (Optional)

Local District Standards Meets District Standards	Meets District Standards
<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> YES	<input type="checkbox"/> NO

Overall Rating for Local District Standards Meets District Standards

<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part V: Overall Rating.

Evaluator Rating	Description
<input type="checkbox"/> Exemplary	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for all evaluative criteria and exceeds expected performance in many respects. He/she takes a leadership role in professional development and school leadership activities.
<input type="checkbox"/> Proficient	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for the evaluative criteria on an overall basis and is actively engaged in professional development and school leadership efforts.
<input type="checkbox"/> Basic	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for most evaluative criteria and is satisfactorily participating in an improvement plan for those criteria rated below "Proficient."
<input type="checkbox"/> Unsatisfactory	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist does not meet district performance standards for a significant segment of the evaluative criteria and improvement efforts have been inadequate.

Evaluator's Comments:**Areas of Strength**

Click here to enter text.

Areas of Development

Click here to enter text.

- ☐ Plan for Improvement attached (required for Overall rating of "Basic")
- ☐ Plan for Assistance attached (required for Overall rating of "Unsatisfactory")

Date: _____

Teacher/Specialist Signature: _____

My signature certifies that the evaluation results have been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond in writing to any issues contained in the evaluation.

Part VI: Attachments (attach the following items)

1. Record of Evaluation Activities
2. Annual Self-Assessment (Optional)
3. Classroom Observation Summaries
4. Student Learning Objectives/Specialist Program Objectives Templates
5. Individual Professional Development Plan
6. Plan for Improvement (if any)
7. Plan of Assistance (if any)

Part VI: Record of Evaluation Activities (Summative Year)

Activity	Date	Teacher/Specialist Signature	Evaluator Signature
Orientation/Annual Notice			
Annual Self-Assessment Completed and Submitted (Optional)			
Student Learning Objectives/Specialist Program Objectives Approval		-	
Individual Professional Development Plan Approval			
Dates of Observation			
Formal Observation			
Other Observations			
1.			
2.			
3.			
4.			
5.			
Dates of Observation Conferences:			
1.			
2.			
3.			
4.			
5.			
SLO/SPO Review Conference			

SLO/SPO Summative Conference			
IDP Plan Review Conference			
IDP Plan Summative Conference			
Summative Evaluation Conference			

AR Adopted: May 6, 2015
AR Revised: March 9, 2017
AR Reviewed: May 11, 2023

GRIEVANCE FORM A

**MCPHERSON COUNTY SCHOOLS
FORMAL GRIEVANCE PRESENTATION**

DATE OF PRESENTATION _____

GRIEVANT _____

HOME ADDRESS OF GRIEVANT _____

SCHOOL _____

IMMEDIATE SUPERVISOR _____

CERTIFICATED OR NON-CERTIFICATED EMPLOYEE _____

STUDENTS _____

STATEMENT OF GRIEVANCE _____

REASON FOR GRIEVANCE _____

ACTION REQUESTED _____

GRIEVANCE FORM B

MCPHERSON COUNTY SCHOOLS
DECISION BY SUPERINTENDENT

GRIEVANT _____

DATE APPEAL RECEIVED
BY SUPERINTENDENT _____

DATE MEETING HELD
BY SUPERINTENDENT _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

DATE OF DECISION _____

GRIEVANT'S RESPONSE

_____ I accept the above decision of the superintendent of schools.

_____ I hereby appeal to the board of education for a review of this grievance.

Signature

Date

GRIEVANCE FORM C

MCPHERSON COUNTY SCHOOLS
REVIEW BY BOARD OF EDUCATION

GRIEVANT _____

DATE APPEAL RECEIVED
BY BOARD OF EDUCATION _____

DECISION OF BOARD OF EDUCATION AND REASONS THEREFORE:

DATE OF DECISION OF BOARD OF EDUCATION _____

Signature, Board Title

GRIEVANT'S RESPONSE

_____ I accept the above decision of the board of education.

_____ I hereby request submission of this grievance to fact finding.

Signature

Date

Professional Growth Points and Application Form**AR-4630****PROFESSIONAL GROWTH POINTS**

PROFESSIONAL GROWTH ACTIVITY	Points Awarded
Educating tours in teaching field or related area. Generally college or professionally sponsored.	1
Serving as a supervising teacher of a student teacher.	1
Participation in non-credit workshops. One point, or a prorated amount thereof, shall be awarded for each 15 hours of attendance.	1
Teaching an adult education class or summer school. Only one class per semester may be used. One point, or a prorated amount thereof, shall be awarded for each 45 hours of instructional class time.	4 per year
Serving on a school evaluation team for the Nebraska Department of Education. Only one such activity will be allowed for professional growth in each six-year cycle.	1
Visitation at another school district. A written report must be submitted. 1 point per 2 hours of visitation.	4 per year
Serving on a committee or as an officer of a professional organization to which the teacher belongs by reason of duties assigned by the school district administration. 1 point per term as officer.	1 per year
Development and/or updating the school district's curriculum guides. One point, or a prorated amount thereof, will be awarded for each 15 hours of staff time outside the normal employment day applied toward the project.	4 per year
Curriculum conference and/or conventions. 4 clock hours = 2 points.	8 per year
Workshops. 4 clock hours = 2 points.	8 per year
TV or radio inservice programs. 4 clock hours = 1 point.	8 per year
NSEA-sponsored activities and conventions. 2 hours = 1 point.	4 per year
Demonstration teaching or presenting inservice programs. 2 points each.	12 per year
Inservice meetings or activities which are instructional in nature. ½ day = 2 points.	12 per year
Approved other activities, 1 - 12 points.	12 per year
Approved innovative projects and action research, 1 - 12 points.	12 per year

PROFESSIONAL GROWTH CREDIT FORM
MCPHERSON COUNTY SCHOOLS
MCPHERSON COUNTY, NEBRASKA

Request/Approval for Professional Growth Points
(Must be completed before the activity for units other than college hours)

Participant's Name _____ Date _____

Name of Activity _____ Date _____

Reason for Attending _____

Relationship to Teaching Assignment _____

Points _____

Applicant's Signature

Administrative Requirements/Comments _____

Approved

Denied

Administrator's Signature

Date