



LAKEVIEW COMMUNITY SCHOOLS

2023-2024

TEACHER HANDBOOK

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Lakeview Community Schools Teacher Handbook

2023-2024 School Year

FOREWARD

Section 1 Intent of Handbook

Welcome to Lakeview Community Schools. This handbook is intended to be used by teachers and other certificated staff to provide general information about Lakeview Community Schools and to serve as a guide to the District's policies, rules, regulations, benefits of employment and performance expectations.

References in this handbook to "teachers" are intended to apply to all certificated staff. This includes administrative staff to the extent the handbook deals with professional expectations and conduct.

Each teacher is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract, the negotiated agreement between the Lakeview Community Schools and the Lakeview Education Association, and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations will control.

This handbook does not create a "contract" of employment. Staff positions and assignments which do not legally require a certificate or are otherwise not protected by the teacher tenure laws may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District. In the event that a staff member does not understand a provision of this Handbook, it is the staff member's responsibility to seek the administration's interpretation of such provision.

This handbook will be in effect for the 2023-2024 and subsequent school years unless replaced by a later edition.

Section 2 Information about Lakeview Community Schools

Lakeview has a proud tradition of providing excellent education, winning activities and putting students first in all decision-making. We are excited to have three public school buildings spread throughout the district with Platte Center Elementary, Shell Creek Elementary and Lakeview Jr./Sr. High School, as well as two K-8 parochial schools with Christ Lutheran Elementary School and St. John's Lutheran School.

Lakeview Community School District is a PK-12 public school district that enjoys strong community support and provides quality education for approximately 900 students. In 2021-2022, Lakeview demographics consisted of 905 students with 30.39% on free/reduced lunch, 13.59% in special education and 8.29% as English Language learners. The students are a combination of children residing in suburban Columbus, rural Columbus and Platte Center as well as industrial track residence. There are sixty-three (63) certified staff members, seventy-six (76) non-certified staff members and five (5) administrators employed by the district.

The District offers a broad range of academic and extracurricular opportunities for its students. In addition, college level courses are available on campus and through the Columbus Campus of Central Community College. Migrant Education, English as a Second Language and Reading First instruction are also available.

Lakeview has a strong academic background that has been displayed with strong NSCAS scores and ACT scores above the state average. We offer a vast curriculum that includes quality STEM education programming, a world-class agriculture education program and career education opportunities that are second-to-none.

Section 3 School Mission Statement

The Viking Way – We strive to build a strong academic foundation with educational opportunities that develop character and the mindset needed for all students to be successful members of their community.

We Will...

- ...work together as a team to develop a sense of community involving patrons, staff and students of the Lakeview district.
- ...establish a positive learning environment that will hold students accountable to themselves, their school and their community.
- ...uphold high expectations, which will develop a sense of pride for self and school.
- ...effectively communicate with staff, students, parents and patrons within our community.
- ...create an engaging educational environment that supports risk taking and learning.
- ...model the importance of lifelong learning and exhibiting intellectual curiosity in our content areas.

...keep information regarding both the students and staff confidential as necessary for the well-being of everyone.

...provide support and encouragement to all students and colleagues in their activities and organizations.

The mission of Lakeview Community Schools is to provide its students with equitable opportunities for an essential education in an efficient manner. An essential education is one that enables students to reach the following outcomes:

- Proficient in meeting the State's academic content standards and essential learnings and such additional standards as are established by the Board of Education
- Successful at each educational level and in transitioning between those levels from early childhood through postsecondary education and/or career entry
- Effective in functioning in and contributing to our culturally diverse democratic society

The District seeks to provide an essential education by developing and maintaining:

- Qualified and competent administrative, teaching, paraprofessional and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:
 - Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learnings in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education;
 - Is appropriate for the developmental level of the students'
 - Addresses diverse learning needs;
 - Instills a passion for learning and the importance of life-long learning;
 - Develops problem solving and critical thinking skills, decision making skills, data gathering and critical use of information;
 - Develops expected work ethics, as well as group participation and leadership skills;
 - Incorporates character education and multicultural education, including respect for diversity;
 - Provides for application of technology in all learning areas
 - Provides access to advanced courses; and
 - Is organized in a schedule that is functional and meets student needs in all curriculum areas.
- Provide a supportive learning environment which includes:
 - A welcoming and inviting environment that is emotionally safe, nurturing, supportive and disciplined; that promotes respect, trust, integrity and regard for self and others; and that honors diversity;

- Learning as the central purpose with students engaged in meaningful, relevant and productive learning experiences; and
- Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.
- New Teacher Mentoring Program – The intent of Lakeview’s mentoring program is to help new teachers to the district transition to our school system. Each new teacher to the school district will participate in a new teacher orientation pre-service day prior to the start of the school year. The pre-service orientation day will provide education for our new teachers on the procedures, processes and systems in place at Lakeview Community Schools. On the new teacher orientation day each new teacher will be partnered with an experienced Lakeview teacher who is assigned to be their mentor for their first year of school. Each mentor and mentee will receive a mentoring packet which together the mentor/mentee will work through during their mentoring meetings. The packet is set up so that the mentor and mentee must meet a minimum of once a month, it is recommended during the first school year the mentor and mentee meet at least twice per month. The mentor will submit their monthly notes page to their building Principal after their mentoring meetings. The notes page for each month must be turned in before the mentor receives a stipend of \$300.00 for their mentoring services. All new teachers to the school district will be required to take the Danielson Frameworks Orientation training class through the ESU. The training must be complete within their first three years of employment at Lakeview Community Schools. Any adjustments to the training requirement must be approved by the Lakeview administration.

Section 4 Directory

An updated staff directory can be found on the school website at www.lakeview.esu7.org

Article 1 – SCHOOL CALENDAR AND SCHEDULES

Section 1 School Calendar

See 2023-2024 School Year calendar attached hereto as Appendix E.

Section 2 Daily Schedule – Junior High and High School

Daily Schedules will be communicated through email and provided on the website and student handbook.

Section 3 Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close the schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. The information is broadcast regularly by radio and television stations.

Decision to Close Schools – A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Some staff may be designated as being required to come to school in the event of a school closing.

After School Starts – Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given. If school is closed during the day, staff and parents will be notified via media broadcast. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for the remaining students.

Parental Decisions – Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. In this case, teachers should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Emergency Conditions – Lakeview Community Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, teachers should implement the school’s established safety procedures.

Section 4 Contract Days

Teachers are contracted for 185 contract days (hereinafter referred to as the “contract year”). Such contract days shall be serviced by individual teachers on varying schedules as established by the Board of Education and administration.

Section 5 Make-Up Days

In the event teachers are not required to report for duty due to inclement weather conditions or other circumstance whereby a duty day is cancelled, such days shall not be credited as a contract day served. Make-up days will be scheduled by the administration during the contract year as needed to allow all teaching staff to serve the full number of contract days.

Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS

Section 1 Employment

A teacher is employed by Lakeview Community Schools when the teacher signs the Teacher's Contract and the Board of Education approves such contract of employment. The teacher's employment continues absent action by the administration and the Board of Education to non-renew, terminate, amend or cancel the teacher's employment contract with the school district, or action by the Board of Education to accept a resignation of employment.

On or after March 15 of each school year, teachers may be required to accept employment for the next school year. Teachers shall be required to signify such acceptance on or before April 1, or such other date after March 15 as may be designated in the notice. It is important for teachers to respond to the request to signify acceptance as a failure to signify acceptance of employment by April 1st or other designated date shall constitute cause for amendment or termination of the teacher's contract.

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after May 15 or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found.

Section 2 Assignments (406.06)

Determining the assignment of each certificated employee is the responsibility of and within the sole discretion of the board. In making such assignments the board shall consider the qualifications of each certificated employee and the needs of the school district.

It shall be the responsibility of the superintendent to make recommendations to the board regarding the assignment of certificated employees.

Any requirements stated in the Negotiated Contract between employees in that certificated collection bargaining unit and the board regarding assignment of such employees shall be followed.

A teacher will be expected to devote full time during days of school to the teacher's position and to diligently and faithfully perform the assigned duties to the best of the teacher's professional ability. Job descriptions, where available, may provide additional information about the position duties.

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such "extra duty" assignments to support the extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the

District may agree upon or as set forth in the negotiated agreement. The extra-curricular program of the District is an integral part of the overall educational program of the District. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in an extra duty is a part of the evaluation of the teacher's overall performance to the District.

Section 3 Personnel File

The District will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file.

Section 4 Grievances and Complaints (402.05)

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problem which may from time to time arise concerning the interpretation, application, or meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance procedure is to insure fair and equitable treatment to the district employees. This grievance procedure is part of the negotiated agreement between the Lakeview Community Schools and the Lakeview Education Association.

Definitions

1. Grievance: Any claims or claims by a teacher, a group of teachers or the association that there has been a violation, misinterpretation, or misapplication of the terms and conditions of employment.
2. Grievant: Teacher, group of teachers, or the association making the claim.
3. Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year; the time limits shall consist of all weekdays Monday through Friday. The number of days at each level shall be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limitations contained herein shall constitute a waiver or right to appeal to the next level. Failure of the Board of Education or its representative to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
4. Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Level II shall be conducted in private and shall include only the administration's representatives and the grievant and his/her designated representatives. If the grievant chooses to represent himself/herself, the association shall have the right to be present. All parties shall have the right to record the proceedings at any level.
5. Respondent: any person or body which might be required to take action, or against whom action might be taken, in order to resolve the claim.
6. P.R.&R.: Professional Rights and Responsibilities Committee.
7. L.E.A.: Lakeview Education Association.

Stipulations

1. Both parties will withhold publicity until a joint release is issued by the parties.
2. No meetings will be set during school hours.

3. Each party stipulates it will not advocate the violation of any law.
4. A grievance may be withdrawn at any level without prejudice.
5. No reprisal of any kind shall be taken by the Board of Education, by any member of the administration, or the L.E.A. against any party interest, or any other participant in the grievance procedure by reason of such participation.
6. Forms are available to be used for the procession of any grievance at the Board of Education office.
7. Grievance processing may reveal the need for change in school policy. These changes then become items for negotiations.

Procedures

1. Level I
 - a. If a teacher believes that a grievance exists, the teacher shall first discuss the matter with the Principal in an effort to resolve the problem.
 - b. The aggrieved person may have a representative of the L.E.A. assist in efforts to resolve the problem with the Principal.
2. Level II – Step One
 - a. If the aggrieved person is not satisfied with the disposition of the problem, or if no decision has been rendered following five (5) school days after stating the grievance in the informal procedure, the teacher may submit a claim as a formal grievance to the Principal. The Principal shall, within three (3) school days, render a decision and the reason therefore in writing to the aggrieved person with a copy to the L.E.A. and the Superintendent.
3. Level II – Step Two
 - a. If the aggrieved person is not satisfied with the disposition of the grievance in Step One, or if no decision has been rendered within three (3) school days, after the presentation of the grievance in writing, the teacher may appeal a written grievance to the Superintendent.
 - b. The Superintendent shall act for the administration at Step Two of the grievance procedure. Within ten (10) school days after receipt of the written appeal for a hearing, the Superintendent shall meet with the aggrieved person for the purpose of hearing and resolving the grievance. A record of the hearing shall be kept by the Superintendent and made available to the parties upon request. The Superintendent shall, within three (3) school days following the hearing, render a decision and reasons therefore in writing, to the aggrieved person with a copy to the L.E.A.
4. Level II – Step Three
 - a. If the aggrieved person is not satisfied with the disposition of the grievance in Step Two or if no decision is rendered within three (3) days after submission to the Superintendent the teacher may appeal the grievance to the Board of Education.
 - b. Within twenty-five (25) school days after receiving the written appeal, the Board of Education shall meet with the aggrieved person for the purpose

of hearing and resolving the grievance. Within five (5) school days after the submission of the matter, the decision of the Board of Education shall be rendered in writing. The decision of the Board of Education shall be final.

Section 5 Compensation

Regular Salary and Extra-Duty Compensation - Compensation is paid only as authorized by the Board of Education. Teachers are paid a salary based on placement on the salary schedule set forth in the collectively bargained negotiated agreement between the District and the collective bargaining agent for the certificated teaching staff (referred to in this handbook as the "negotiated agreement"), and the extra-duty salary schedule also incorporated into the negotiated agreement.

Changes in Salary Schedule Placement - Changes in a teacher's placement on the salary schedule shall be governed by the provisions of the negotiated agreement. Teachers shall provide the Superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary schedule. Failure to timely provide an official transcript from the post-graduate institution of the graduate hours earned may result in a loss of such credit for such school year.

Salary Payments - Salary is payable over twelve equal installments. Teachers will be paid on the 20th of the month, or the last preceding school day, if the 20th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

Additional compensation over and above regular compensation, extra-duty pay and supplemental pay shall be disbursed as it is earned and deductions from compensation due to unpaid leave shall be taken out as they are reported to the payroll office. Reimbursements for mileage or other expenses will be considered separate from compensation.

Section 6 Extended Duty Pay (407.04)

A certificated employee may volunteer or be required to take on extra duty, with the extra duty being secondary to the major responsibility of the certificated employee. The board shall establish a salary schedule for extra duty certificated employee positions, keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the school district, and other considerations as determined by the board.

Vacant extra duty positions, for which extra compensation will be earned, will be posted or announced to allow qualified certificated employees to volunteer for the extra duty. If no certificated employee volunteers for extra duty, the superintendent shall assign the extra duty positions to qualified certificated employees. The certificated employee shall receive compensation for the extra duty required to be performed.

It shall be the responsibility of the superintendent to make a recommendation to the board annually as to which certificated employees shall have the extra duty, and the salary schedule for extra duty, for the board's review.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding the compensation for extra duties of such employees shall be followed.

Section 7 Benefits

Teachers are provided benefits in accordance with the negotiated agreement, group health insurance plan requirements, and the school district's Section 125 Plan document. Teachers shall make annual fringe benefit elections by September 1 of each school year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached to this handbook as Appendix "A."

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

Section 8 Payroll and Payroll Deductions (707.02)

Ease of administration shall be the primary consideration for payroll deductions, other than those required by law. Payroll deductions shall be made for federal income tax withholdings, state income tax withholdings, social security, and the School Retirement Fund.

Employees may elect to have payments withheld for professional dues, district-related and mutually agreed upon group insurance coverage, and/or tax sheltered annuity programs. Requests for these deductions shall be made in writing to the superintendent. Requests for purchase or change of tax-sheltered annuities may be made before September 1st of each fiscal year.

It shall be the responsibility of the superintendent to determine which additional payroll deductions will be allowed.

The requirements stated in the Negotiated Contract between employees in a certified collective bargaining unit and the board regarding payroll deductions of such employees shall be followed.

Section 9 Expense Reimbursement (707.03)

District employees who incur expenses in carrying out their authorized duties will be reimbursed upon submission of a properly completed and approved voucher and receipts as required by the business office.

Such expenses may be incurred and approved in line with budgetary allocations for specific types of expenses.

Expenses for travel will be reimbursed when the travel has the advance authorization of the superintendent. The superintendent may grant authorization without prior board action when the travel expense has been anticipated and incorporated into the operational budget of the program involved. The board will later ratify such approval.

Persons who travel at district expense will exercise the same economy as a prudent person traveling on personal business and will differentiate between business expenditures and those for personal convenience.

The board authorizes the superintendent to establish regulations controlling vehicle allowance payments to employees for use of private vehicles in transaction of school district business and reimbursement for educational meetings, transportation and lodging costs.

The mileage rate for travel by private vehicle will be set by the state reimbursement rate. Reimbursement for out-of-state travel by private vehicle will be made on the basis of air fare or mileage rate, whichever is lower.

Section 10 Travel

Expenses incurred by staff members attending school-sponsored events and/or administratively approved conventions and workshops will be reimbursed as follows:

1. Travel expenses: Staff members will be reimbursed at the mileage rate established by the Board of Education up to a maximum of 300 miles one way (600 miles round trip) in or out of the state. If the site is more than 300 miles away and the staff member wishes to attend, he/she may pay the additional expense. If some other mode of transportation is desired, such as bus or plane, the Board of Education will again pay the mileage rate up to 300 miles towards this expense.
 - a. Teachers should request the use of a school van for school related events, activities or workshops. If school transportation is available and teachers choose to travel using their own vehicle they will not be reimbursed mileage unless approved by the school administration in advance.
2. Meals: While staff members are in attendance at a convention or workshop and the convention or workshop requires their attendance over meal time, meals will be reimbursed at prevailing rates. Expenses for meals above the prevailing rates will be at the staff member's expense.
3. Lodging: Staff members who are required to stay overnight at the convention or workshop site will be reimbursed full lodging expenses if approved by administration in advance.

4. Registration: Registration fees for the conference or workshop will be reimbursed. However, individual registration fees or membership dues as part of an association are not reimbursable. When at all possible, staff members are to request attendance and receive approval in the spring of the year for conventions and workshops in the succeeding school year.

Section 11 403(b) Salary Reduction Agreements

The District will cooperate with any teacher who chooses to participate in an investment program under Internal Revenue Code Section 403(b), provided that (1) the certificated employee executes a "Salary Reduction Agreement" provided by the District and (2) the vendor of the 403(b) Plan has entered into a "Service Provider Agreement" with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.

Section 12 Reduction in Force (408.05)

The board has the exclusive authority to determine the appropriate number of certificated employees. Reductions-in-force of certificated staff members may be required due to changes in the size or nature of the student population, limited financial support, changing programs, staff realignment or other changes in circumstances. Reduction-in-force may result in termination of employment, an amendment to the employee's contract reducing the employee from full-time to part-time status or an amendment to the contract of a part-time employee further reducing that employee's percentage of employment.

Prior to the reduction-in-force the board shall present evidence that such changes in circumstances have occurred. If a reduction of certificated staff is necessary, the superintendent or designee shall recommend to the school board those certificated employees to be reduced in employment under the provisions of this policy. No permanent employee may be selected for a reduction-in-force while a probationary employee is retained to perform a service 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 school board, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

The selection of personnel to be terminated shall be made with consideration given to the following:

1. Programs to be offered;
2. Areas of certification and endorsement;
3. State and Federal regulations which may mandate certain employment practices;
4. Special qualifications that may require specific training and/or experience;
5. Contributions to activity programs
6. Qualifications based on past performance and competence as determined by the principal and/or superintendent through employee evaluation procedures;

7. The organizational and educational impact created by multiple part time certificated employees; and
8. Any other reasons which can be rationally related to the instruction in or administration of the school system.

Employee evaluations (including frequency of evaluations, evaluation forms, and number and length of classroom observations, if applicable) used under this policy shall conform to the board policies and administrative rules, regulations, and practices in effect at the time for the periodic evaluation of certificated staff members.

If, after consideration of the above, it is the opinion of the superintendent that no significant difference exists between certificated employees being considered for reduction-in-force, then the employee with the longest uninterrupted service to the district shall be retained.

Due process for all employees selected for a reduction-in-force shall be followed.

Any certificated employee whose contract shall be terminated because of reduction-in-force shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to re-employment for a period of twenty-four months commencing at the end of the contract year and the employee shall be recalled on the basis of length of service to the school to any position for which he or she is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits that had accrued to that employee prior to termination, but such leave of absence shall not be considered as a year of employment by the district. 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.

It shall be the responsibility of each certificated employee to file with the superintendent a copy of the employee's teaching certificate (including endorsements) upon initial employment with the district. On or before March 15th of each year thereafter (for so long as the employee is employed in the school system or has rights of recall) evidence of any changes in the employee's certification or endorsements which have occurred since the previous year or are pending shall be filed with the superintendent.

Any certificated employee whose employment contract is terminated as a result of reductions-in-force shall (during his/her period of recall) report his/her current address to the superintendent and shall inform the superintendent of any changes of address thereafter. If a vacancy in the system occurs for which the employee has rights of recall, the offer of such employment may be sent by the superintendent to the employee's last known address. If no acceptance of such offer is received from the employee within fourteen days of mailing and the superintendent has no personal knowledge of the whereabouts of the employee (other than last known address), the employee shall be deemed to have waived his/her rights to recall to the employment position.

Section 13 Recognition for Service of Employees and Others (402.09)

The board recognizes and appreciates service given to the district. Employees, board members, volunteers or others associated with the operations of the district may be honored by the board, administration and staff in an appropriate manner by the awarding of plaques, certificates of achievement, or items of value. If the form of recognition thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent shall seek prior approval from the board. Any expenditure for recognition of service shall be limited to \$500 per individual per occasion. The district may authorize, upon a majority vote of the entire board, one recognition dinner each year for elected and appointed officials, employees, or volunteers of the district. In the event that a recognition dinner is authorized by board action, whether for elected and appointed officials, employees, or volunteers jointly or separately, the maximum cost which may be authorized by the board for such dinners shall not exceed \$50 per elected or appointed official, employee, or volunteer in attendance.

Section 14 Free Admission Passes

The following persons will be issued free guest passes for all school activities, including athletic events:

1. All current board members, administrators and their families;
2. Senior citizens (age 62 or older) living in our district or owning property in our district;
3. Unpaid officials who perform frequently at athletic events (scorekeepers, public address personnel, photographers);
4. Central Conference Faculty Passes and NSAA passes will be honored;
5. Non-Certified staff members that assist with extra-curricular events throughout the year.
 - a. Members that sign up for two (2) events will receive a pass.
 - b. Members that sign up for three (3) events, the spouse will receive a pass
 - c. Children of non-certified staff members may purchase activity passes at the annual approved rate.
6. Athletic Booster Club Officers and spouses during their term of office;
7. Certified staff members will be assigned to work up to three (3) events. In return they will receive a pass for themselves and their spouse.
 - a. Children of certified staff members may purchase activity passes at the annual approved rate.

Community members that assist or help with approved events shall be given a family voucher for a future extra-curricular event for their assistance.

Children under age six (6), accompanied by an adult, may be admitted free.

Non-Certified employees who coach in one season will receive a pass. If they coach in more than one season, their spouse will receive a pass.

Any retired employee who has completed twenty (20) years of service to the district will be recognized with a lifetime pass to all school activities. A lifetime pass will also be given to

former school board members who have served at least two (2) terms in office. The Board may also grant a lifetime pass to any person who has made a significant contribution to the school district.

Staff members that do not complete the required assistance for events throughout the school year shall have their pass revoked for the following school year.

Article 3 – ABSENCES FROM WORK

Section 1 Illness Leave (410.02)

Certificated employees shall be granted twelve personal time off days of sick and/or personal leave in their first year of employment. "Day" is defined as one work day regardless of full-time or part-time status of the employee. A new employee shall report for work at least one full work day prior to receiving sick leave benefits. A returning employee will be granted the appropriate number of days at the beginning of each fiscal year.

At the end of each contract year, any remaining personal time off leave shall be accumulated into the employee sick leave. Sick leave may be accumulated up to a maximum of 60 days for certificated employees.

Additional accumulation after the 60 days of sick leave are accumulated shall transfer to the sick leave bank for a maximum accumulation of 60 additional days.

Should the personal illness occur after or extend beyond the sick leave accumulated allowance, the employee may apply for disability benefits under the group insurance plan. If the employee does not qualify for disability benefits, the employee may request a leave of absence without pay.

Evidence may be required regarding the mental or physical health of the employee when the administration has a concern about the employee's health. Evidence may also be required to confirm the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It shall be within the discretion of the board or the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee shall comply with the board policy regarding family and medical leave. The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding the personal illness leave of such employees shall be followed.

Section 2 Vacation, Holiday, and Personal Leave (410.01)

The board shall determine the amount of vacation, holidays, and personal leave that will be allowed on an annual basis for certificated employees.

It shall be the responsibility of the superintendent to make a recommendation to the board annually on vacations, holidays, and personal leave for certificated employees.

Vacation for full-time regular licensed employees who work 220 days a year, unless the employee's individual contract indicates otherwise, shall be 20 days.

The vacation may be taken during the school year provided the vacation will not disrupt the operation of the school district. The employee must submit a vacation request to the superintendent, who shall determine whether the request will disrupt the operation of the school district. In the case of the superintendent's request, the board shall make the determination. Certificated employees who work during the school academic year, whether full-time or part-time, shall have time off in concert with the school calendar.

Full-time regular certificated employees who work 184 days a year will be allowed a maximum of 12 days of personal time off leave to accomplish personal business that cannot be conducted outside the work day

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding the vacations, holidays and personal leave of such employees shall be followed.

Section 3 Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for group health insurance) may be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator.

Section 4 Unpaid Leaves (410.08)

Unpaid leave may be used to excuse an involuntary absence not provided for in this or other leave policies of the board. Unpaid leave for certificated employees must be authorized by the superintendent. Any unused Personal Leave days must be applied to such absences rather than including them as Unpaid Leave.

The superintendent shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent shall consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the financial condition of the school district, the reason for the requested absence and other factors the superintendent believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

Whenever possible, certificated employees shall make a written request for unpaid leave five (5) days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary shall be made unless they are waived specifically by the superintendent.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding the unpaid leave of such employees shall be followed.

Lakeview Community Schools complies with all laws that require leaves to be allowed without loss of pay, such as for FMLA leaves, military service and jury duty. Subject to the terms of the Negotiated Agreement, should an employee be absent from work in excess of the employee's available paid leaves,

the absence will be an unpaid leave. The employee's salary may be subject to reduction for the day or days of work missed.

Section 5 Jury Duty Leave (410.06)

Any employee who is summoned to serve on jury or election board duty, or who is subpoenaed to provide testimony, shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty, as a result of his or her absence from work due to such service provided the employee submits a copy of the summons, in advance, to the employee's supervisor.

Certificated employees will receive their regular salary. Any payment for jury duty shall be paid to the school district. The employee will report to work within one (1) hour on any day when the employee is excused from jury duty during regular working hours.

A teacher who is summoned for jury service must promptly notify the Building Principal. The teacher will be allowed time off for jury duty, pursuant to law.

There will be no loss of salary or deduction to the teacher for time spent in jury service. The District may, at its discretion, reduce the teacher's salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty service.

If a teacher reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the Building Principal.

Section 6 Family and Medical Leave Act (410.03)

Unpaid family and medical leave will be granted up to twelve (12) weeks per year to assist employees in balancing family and work life. For purposes of this policy, year is defined as a "rolling" twelve (12) month period measured backwards. Requests for family and medical leave shall be made to the superintendent.

Employees may be allowed to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It shall be the responsibility of the superintendent to develop administrative rules to implement this policy.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding family and medical leave of such employees shall be followed.

Employee Rights and Responsibilities under the Family and Medical Leave Act

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

Basic Leave Entitlement. FMLA provides up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for your child after birth, or placement for adoption or foster care;
3. To care for your spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes you unable to perform your job.

The “leave year” for purposes of the FMLA is a “rolling” twelve (12) month period, measured backward from the date of any FMLA leave usage.

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

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered Service Member during a twelve (12) month period. A covered Service Member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the Service Member medically unfit to perform his or her duties for which the Service Member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, a teacher’s health coverage under a “group health plan” will be maintained on the same terms as if the teacher had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

A teacher’s use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the FMLA leave.

Eligibility Requirements. A teacher is eligible if her or she has been employed with Lakeview Community Schools for at least one year, for 1,250 hours over the previous twelve (12) months, and if there are at least 50 employees of Lakeview Community Schools within seventy-five (75) miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the teacher from performing the functions of his or her job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regiment of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. A teacher does not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. The teacher must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. The teacher may choose or Lakeview Community Schools may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, the teacher must comply with the District's normal paid leave policies.

Employee Responsibilities. The teacher must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the teacher is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. The teacher also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. The teacher also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. The District will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District will provide a reason for the ineligibility.

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

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA;
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA posters on employee bulletin boards or contact the U.S. Wage and Hour Division at:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627 or www.wagehour.dol.gov

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact Jason Cline, Superintendent at (402) 564-8518.

Section 7 Military and Family Military Leave (410.07)

Certificated employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve and State Guard are entitled to a leave of absence, without loss of pay, on all days during which they are employed under the orders or authorization of competent authority in the active service of the State or United States. Such leave of absence will be without loss of pay for a period not to exceed fifteen (15) work days in any one calendar year. Such leave of absence will be in addition to any leave provided by the District through policy or negotiated agreement. Any such leave which extends beyond fifteen (15) work days in any one calendar year shall be without pay from the remaining contract payments.

If the Governor of the State of Nebraska declares a state of emergency any of the above certificated employees who are ordered to active service shall receive an additional leave of absence will be granted until such member is released from the active service by competent authority. During this additional leave of absence, the employee shall receive such portion of his or her salary or compensation as will equal the loss he or she may suffer while in the active service of the state. The loss he or she may suffer while in the active service of the state is defined as the differential between military salary and district salary.

Employees who are required to leave a position other than temporary for training with the armed forces of the United States or to undertake military duty in the active service of the state are entitled to a leave of absence for such period, not to exceed four years, plus any additional period as provided by law, without loss of status and without loss of pay during the first fifteen work days, which pay for the first fifteen work days is not in addition to that described above.

Upon an honorable discharge from active service, such employee shall be entitled to a return to a comparable position as provided by law. Such person shall not be discharged without justifiable cause within one year after reinstatement.

Absence for any of the reasons stated above shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of the employee's employment normally to be anticipated in the employee's particular position.

Military leave and family military leave will be granted to the extent required by state and federal law and in accordance with Board Policy.

Teachers requesting to take military leave or family military leave under the Nebraska statutes must notify the Superintendent at least fourteen (14) days in advance of taking such a leave if the leave will be for five (5) or more consecutive days, and consult with their Building Principal to schedule the leave so as to not unduly disrupt operations of the District. For leaves of less than five (5) days, the teacher is to notify the Superintendent of the leave request as soon as practicable. Teachers are to attach a copy of their orders to a leave request form when they prepare the request for military leave.

Section 8 Adoption Leave

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

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

Section 9 Subpoena to Testify Leave

A teacher must promptly notify the Building Principal when the teacher receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

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

In the event the subpoena involves a personal matter, the teacher will be required to use available leave days. The Superintendent shall make the final determination as to whether a matter is personal to the teacher.

Section 10 Voting Leave

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

When voting leave is available, a teacher will be entitled to be absent from work on Election Day for such period of time as will, when considering the employee's non-working time, total two (2) consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the teacher's salary on account of such absence. The Building Principal may specify the hours during which the employee may be absent for voting leave.

Article 4 – DUTIES AND RESPONSIBILITIES

Section 1 Hours of Work and Meetings (406.05)

The work day for certificated employees shall begin each day of the school year at a time established by the superintendent. Certificated employees who are employed only during the academic year shall have the same work day as other certificated employees. "Day" is defined as one work day regardless of full-time or part-time status of an employee.

Certificated employees are to be in their assigned school building during the work day. Advance approval to be absent from the school building must be obtained from the principal whenever the certificated employees must leave the school building during the work day.

The building principal is authorized to make changes in the work day in order to facilitate the education program. These changes shall be reported to the superintendent.

The work day outlined in this policy is a minimum work day. Nothing in this policy prohibits certificated employees from working additional hours outside the work day.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding work day of such employees shall be followed.

Regular, dependable in-person attendance at work is an essential function of a teacher's employment position.

Certificated employees are required to serve on playground, lunchroom and hall supervision as designated by the Principal. The Principal will attempt to make an equitable distribution of such assignments and professional staff shall assume such duties as part of their work and agreement of employment.

Teachers shall attend meetings called by the Superintendent of Schools, principals, department heads and team leaders, except those meetings which are designated for optional attendance.

Section 2 Arrival to Duty Assignments

Elementary school teachers are to be in the building by no later than 7:45 am, to be in their classroom no later than 7:50 am, and to remain on duty until 3:45 pm. Secondary school teachers are to be in the building by no later than 7:45 am, to be in their classroom no later than 7:50 am, and to remain on duty

until 3:45 pm. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least fifteen (15) minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least fifteen (15) minutes after their class or assignment ends. During the school day, teachers are to be in their assigned classroom at least five minutes before each period begins to assure that students are not unsupervised within the classroom.

Section 3 Leaving School

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30-minutes each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties. Teachers who leave the school during the designated lunch period must check out with the Principal's office.

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must check out with the Principal's office when leaving, and check back in with the Principal's office upon return. Teachers who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

Section 4 Lesson Plans

Teachers will prepare written lesson plans which cover at least five days of advance instruction. Lesson plans should be kept in a place that are readily available in the event of a teacher absence.

The lesson plans must be sufficiently clear in establishing objectives and related activities so that they are easily used by a substitute teacher or other staff member not familiar with previous classroom activities or progress. The plan book must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

Section 5 Power School

Every teacher is required to keep a complete and easily understandable written or electronic record of the attendance and achievement of every student in a class record book. This class record book must be kept current and include the following minimum information in a readily understandable fashion:

1. The names and any assigned student numbers of all students enrolled in the class at the beginning of the semester.
2. The name and date of entry for each student who enrolls after the semester opens.
3. The date of withdrawal for each student who withdraws from the class previous to the close of the semester – dropouts or early withdrawals.
4. A complete record of the attendance of each student enrolled showing:
 - a. Days on which the student was tardy.
 - b. Days on which the student was absent, with a differentiation between excused and unexcused absences.

5. A complete report of all recorded grades for each student. There is no minimum requirement for the frequency of recorded grades (or for the giving of written lessons or examinations). Be sure that you test frequently enough and that you record grades frequently enough to readily and realistically justify the term and final grades which are reported to parents.

Upon request, a student's individual record in the teacher's class record book shall be made available for review or copying. Information relating to other students should not be allowed to be seen by other students or parents.

Teachers are required to keep Power School records up to date. Teachers are required to deliver the teachers' class records to the Principal at the close of the school year for filing in the permanent records. Teachers who return to Lakeview Community Schools and who wish to refer to the previous year's class record book may request the return of the class record book. Such books shall again be brought to the office for permanent filing when the teacher is finished with them, or at the close of the current term.

Section 6 Classroom and School Procedures

Teachers are expected to adhere to the following classroom and school procedure in the performance of their duties:

1. Bulletin Boards/Visual Supports - Each teacher shall be responsible for completing an appropriate bulletin board regarding curriculum related matters in their primary classroom
2. Text Book and Room Inventory - All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair. Principals may instruct teachers to insist that students put covers on their books by the end of the first week after receiving them. Teachers shall work with the Building Principal to inventory electronic devices.
3. Use of Cell Phones - Teachers shall not use personal cell phones for personal use during duty time.

Teachers are not to use cell phones or otherwise engage in distracted driving while transporting students. This rule applies to the driver regardless of whether the vehicle is in motion.

The only exception to these rules is in the case of emergencies.

Teachers will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants.

4. Use of Teacher Aides - Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Teachers ultimately bear responsibility of the actions that occur in the classroom. A teacher aide is not a sufficient substitute for a teacher's duties. Teacher aides may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculating grades and recording grades. Teacher aides are to work only on their assigned work days and within their assigned work day. If the teacher desires the aide to work hours other than the assigned work hours or assigned work day, contact the administration for approval.
5. Use of Student Aides - Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work without being checked by the teacher, calculate student grades or record grades. Keys are never to be given to students, whether they are student aides or not. A student aid should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.
6. Checking Out of Equipment - All equipment must be checked out through the Building Principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee. Building Principal may ask the teacher to complete a form.
7. Requisition of Equipment and Supplies - Books and supplies which are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.
8. E-mail - Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited to emergency situations, and is subject to the rules governing overall computer usage found in Board policy and this handbook.
9. Teacher Mail Box - Each teacher will be assigned a mailbox located in the office or teacher's lounge. Teachers should check for mail each morning and also later in the

school day, if possible. If something requires an answer teachers are responsible for responding promptly. Teacher mail boxes are to be limited to communications regarding school business.

10. Teachers Meetings - Meetings of staff members may be held before school in the morning, during the school day, or following the dismissal of classes in the afternoon, and attendance may be required. In scheduling the meetings, there shall be the least possible interference with the classroom activities of teachers and pupils.

Staff members shall attend meetings called by the Superintendent of Schools, Principal, or department heads, except those meetings which are designated to optional attendance. Legitimate reasons for absence from meetings shall be essentially the same as those reasons for absence from regular duty.

Section 7 Supervision of Students

Proper supervision of students is necessary for teachers and other adults responsible for students. Teachers and other adults responsible for student supervision are expected to meet the four (4) "P's" for student supervision and safety.

1. Proper Supervision
 - a. Report to all duty assignments on time.
 - b. Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
 - c. Be vigilant while supervising students. Never leave the classroom unattended; the need to make a copy is not greater than the need to supervise students. If an emergency requires that a teacher leave the classroom, request that another nearby staff member cover the class, or notify the office so someone can provide assistance. If the teacher is on recess duty, the teacher's responsibility is to supervise the students in the assigned area. When talking with other adults or students, the primary duty is supervision and the teacher is to be aware of what all students are doing.
 - d. If the teacher has seen or has been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, the teacher's supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential – do not share confidential information about students except with other staff who need to know the information to perform their jobs).
 - e. Be careful with touching students. Use of corporal punishment is prohibited at Lakeview Community Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
 - f. Be careful with language. Profanity or abusive language should not be used. Teachers must be a good role model for students. If a student uses such language,

the teacher should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

2. Proper Instructions

- a. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- b. Repeat the instructions on how to complete a task that has a heightened risk of danger, as often as needed. Do not assume because students heard the directions once that they will be remembered.
- c. When going over safety rules with students, note it in your written records (e.g., your lesson plan book or daily reports).
- d. Review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules, contact the student(s) to review the same information and also note that contact in your written records.

3. Proper Maintenance of Buildings, Grounds and Equipment

- a. Conduct periodic inspections of equipment under your control or in your area of supervision.
- b. If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the Principal immediately so repairs may be undertaken.

4. Proper Warning

- a. If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the Principal immediately so additional warnings may be given.

Contact the Principal for Assistance – The Principal should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- Student fight
- Student Health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the Principal cannot be immediately located, call 911 if the problem appears to be of immediate and serious concern.
- A report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol or other illegal substances.
- Presence of an intruder (a non-student or staff member who refuses to go to the office)

Student Searches - The Principal should also be contacted before performing searches of students or their belongings. A student suspected of having an item in violation of school rules should be directed to wait until another adult is present, or to follow the teacher to the office if the teacher cannot leave his or her assigned area without causing risk of harm to others. Do not use physical force to detain the

student or to make the student accompany you except as reasonably necessary to protect the student or others.

Student Rights - Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need reasonable special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

Section 8 Managing Student Conduct (504.03)

The board believes inappropriate student conduct causes serious disruption to the learning environment, interferes with the rights of others, and threatens the health and safety of students, employees and the public. The Superintendent and staff will develop and implement age-appropriate student codes of conduct to facilitate the educational process.

Students shall conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district. This policy will also apply while on school owned, operated or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

Students who violate this policy and the administrative regulations supporting it will be subject to disciplinary measures including, but not limited to, removal from the classroom, detention, suspension, probation and expulsion. The codes of conduct will include measures to prevent or discourage behavior which interferes with the educational program, behavior which disrupts the orderly and efficient operation of the school or the functioning of school activities, behavior which interferes with the maintenance of a learning environment, behavior that is violent or destructive, or behavior which interferes with the rights of other students to pursue their education. Procedures will be available to allow rights of due process for all students.

This disciplinary process is designed to create the expectation that the degree of discipline imposed by the school will be proportionate to the severity of the behavior of the particular student, the previous discipline history of the student and other relevant factors. It will also include parental involvement processes designed to enable parents, guardians, teachers and school administrators to work together to improve and enhance appropriate student behavior and academic performance. All student codes of conduct shall be submitted to the board for approval or review.

The code of conduct will be included in the student handbook, and a parent/guardian will sign and promptly return an acknowledgement of receipt of the handbook which specifically mentions the student code of conduct.

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating

classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for all students in the hallways, in the rest rooms, at assemblies, at pep rallies, in other open spaces and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator.

The following guidelines will assist in maintaining appropriate student conduct and complying with the process required for student discipline.

1. On the first day of class, students must be made aware of classroom expectations. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the Principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the Principal. Be sure to state the problem clearly and expectations in terms of assistance, as, at times, the student's and teacher's stories are different. Be prepared to provide documentation.
5. Follow up on any referral. The student may not go to the Principal or the counselor when sent.
6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the counselor if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the District.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in the District and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
10. Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

Section 9 Dispensing Medication (508.02)

Students may be required to take medication during the school day. Medication shall be administered by the school nurse, a registered Medication Aide, or other school staff member meeting the minimum competency standards for the Medication Aide Act.

Medication will not be administered without written authorization that is signed and dated from the parent, and the medication must be in the original container which is labeled by the pharmacy or the

manufacturer with the name of the child, name of the medication, the time of the day which it is to be given, the dosage and the duration.

Written authorization will also be secured when the parent requests student co-administration of medication when competency is demonstrated. When administration of the medication requires ongoing professional health judgment, an individual health plan will be developed by the licensed health personnel with the student and the student's parents. A written record of the administration of medication procedure must be kept for each child receiving medication including the date; student's name; prescriber or person authorizing the administration; the medication and its dosage; the name, signature and title of the person administering the medication; and the time and method of administration and any unusual circumstances, actions or omissions. Administration of medication records shall be kept confidential.

Records shall be available to the Department of Health and Human Services Regulation and Licensure, the Department of Health and Human Services, and the State Department of Education for inspection and copying.

Medication will be kept in a secured area. Students may carry medication only with the approval of the parents and building principal of the student's attendance center. Emergency protocol for medication-related reactions will be in place.

The superintendent shall be responsible, in conjunction with the school nurse or Medication Aide, for developing rules and regulations governing the administration of medication, prescription and non-prescription, including emergency protocols, to students and for ensuring persons administering medication have met the requirement of state statutes. Annually, each student shall be provided with the requirements for administration of medication at school.

Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the nurse's office; with the exception of students who have a diabetes self-management or asthma self-management plan. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student's condition, during school hours, it is the responsibility of the parents or guardians to sign permission slips to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student's condition. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

Any questions about these rules are to be addressed with the Principal.

Section 10 Reporting Child Abuse (403.02)

All school employees who have reasonable cause to suspect a child is a victim of abuse or neglect, including sexual abuse, or who observe conditions which reasonably would result in abuse or neglect, shall promptly report such incidents to the proper law enforcement authorities and the principal. "Employees" also includes coaches and volunteers participation in interstate amateur athletic competitions. The principal shall ensure that the report has been made to the proper law enforcement authorities. The employee shall make an oral report to the local law enforcement agency by telephone **immediately**, followed by a written report if necessary. The report will include all information required by law.

Nebraska state law and District policy requires staff to promptly make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when the employee has reasonable cause to believe that a child has been abused or neglected, including sexual abuse, or a child is in a situation which would reasonably result in abuse or neglect. According to Nebraska state law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting minor child to be:

1. Placed in a situation that endangers his or her life or physical or mental health;
2. Cruelly confined or cruelly punished;
3. Deprived of necessary food, clothing, shelter, or care;
4. Left unattended in a motor vehicle if such minor child is six years of age or younger;
5. Sexually abused; or
6. Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Employees are to inform the Principal that they intend to make a report. Administrative staff may sometimes choose to make the report for an employee. However, simply informing a Principal or supervisor does not end the employee's responsibility; employees are obligated by law to make certain a report was made if they do not do it themselves.

This requirement shall apply to all school employees, including coaches and volunteers, participating in interstate amateur athletic competition. The term "promptly" means "within a 24-hour period."

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to promptly interview the child. A counselor or an administrator will help you with any questions or concerns that you may have.

Section 11 Curriculum – Assessments (603)

Curriculum development shall be an ongoing process in the school district. Each curriculum area shall be reviewed and revised when necessary according to the timelines set out by the superintendent. These timelines will provide for periodic review of each curriculum area.

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research of the school district's curriculum needs and a long-range curriculum development program. In making recommendations to the board, the superintendent shall propose a curriculum that will:

1. fulfill the philosophy of the school district;
2. reflect the educational and operational needs assessment of the school district;
3. articulate courses of study from kindergarten through grade twelve;
4. identify minimum objectives for each course and, at the elementary level, for each grade;
5. provide for the evaluation of the procedures and methods for attaining the objectives;
6. provide for objective monitoring of a student's progress;
7. provide for the needs of vocational and college bound students;
8. include, if feasible, the course offerings requested by the students;
9. provide measurable quality academic content standards that are the same as, equal to or more rigorous than the adopted state standards of the Nebraska Department of Education within one year.

The above mentioned standards include the English Language Arts Standards (2014), Mathematics Standards (2015), Science Standards (2017) and Social Studies Standards (2012) as approved by NDE. Any changes from the specific standards as approved by NDE in those four areas will be attached to this policy.

It shall be the responsibility of the superintendent to keep the board apprised of necessary curriculum changes and revisions and, if needed, to develop administrative regulations for curriculum development and recommendations to the board.

Curriculum Adoption (603.02)

Curriculum of the school district must be recommended by the superintendent and approved by the board.

The board may authorize the use of curriculum guides when it adopts the curriculum. Such guides will be used when, in the opinion of the superintendent, they will be of assistance to the instructional program and will provide a consistent approach in the instructional program.

Curriculum Guides and Course Outlines (603.03)

Curriculum guides and course outlines will be written for all courses offered in the district. L.E.A.R.N.S. (Leading Educational Achievement through Rigorous Nebraska Standards) as adopted by the State Board of Education will be included. Teachers are expected to adhere closely to the course

of study adopted by the district. Information regarding course offerings will be made available to all students and interested district patrons, upon request.

Curriculum Evaluation (603.04)

When deemed necessary by the superintendent, and whenever a new program is proposed, the board will review the curriculum to determine its strengths and weaknesses. The board may authorize the superintendent to appoint an ad hoc advisory committee to review the curriculum.

The board shall review the students' performance on standardized tests, courses, and other indicators of student achievement deemed relevant by the board as a guideline for the effectiveness of the curriculum. It shall be the responsibility of the superintendent to provide the board with the test scores and grades along with the superintendent's comments about the school district's curriculum.

1. State Assessments - Lakeview Community Schools has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

2. Achieving Valid Assessments - Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both "standardized assessments" (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and "coursework assessments" (e.g., classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

- a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.
 - i. Standardized Assessments. Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.
 - ii. Coursework Assessments. Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using “test banks.” For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.
- b. Teaching for Success on Assessments.

It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student’s knowledge, and not simply test preparation.

 - i. Teach the Content. Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to “teach to the test” by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. “Cramming” assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
 - ii. Practice Tests. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.
- c. Conditions for Successful Assessments.
 - i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
 - ii. Climate. Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or

- arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.
- iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.
 - d. Full Participation. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.
 - e. Assistance during Assessments.
 - i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints," giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).
 - ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.
 - f. Student Answers. Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

Violations of these rules and expectations will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators shall immediately report suspected violations of the expectation to the administration.

Section 12 Supervision for High School Dances

Teachers at Lakeview Jr. Sr. High are assigned to help sponsor school dances. The purpose of the teacher sponsors is twofold. 1) Teachers will engage in the school activity to build support and pride in the school; and 2) Teachers will ensure dances are safe and orderly.

The following rotation for sponsorship of dances will be used. If a teacher in the department is unable to sponsor the event, they are responsible for finding their own replacement.

	2023-24	2024-25	2025-26	2026-27	2027-28
Homecoming	Bus/Tech/Media	SS/Spanish	Sped/ELL	Science/Ag	Math/IT
Snowball	Math/IT	PE/Health/FCS	Bus/Tech/Media	SS/Spanish	Sped/ELL
Prom	English/Fine Arts	Science/Ag	Math/IT	PE/Health/FCS	Bus/Tech/Media

The following rules apply at all school dances:

1. Outside dates may attend if registered previously. All outside dates must fill out a date registration form and return the form to the school office.
2. Doors will remain open one hour following starting time of dance.
3. Anyone leaving the building will not be allowed to re-enter.
4. Late arrivals must make prior arrangements.
5. Music and dance must be school appropriate
6. Sponsors of the dance must approve all music.

Section 13 Study Halls

Study hall is to be a place where students are able to get their homework completed. They will not be a place to simply socialize. Students wishing to leave study hall and go to a classroom will need to secure a pass from a teacher prior to the beginning of the period. Teachers who are assigned the duty of study hall will collaborate at the beginning of the year to create and establish consistent study hall procedures.

Section 14 Tardy Procedures

If a student arrives late to class, they must provide you an admit slip. If they don't have one, they are considered tardy. Tardies to school will be handled by the Assistant Principal. Tardies to class after the first period, during the school day will be handled by the individual instructors. If a student has three (3) or more tardies to a teacher's class during the school year, the teacher will assign a half hour detention for that student.

Section 15 Homework

REMEMBER, homework is not to learn new material, but is intended to be independent practice on material previously learned. No hard and fast rules concerning homework can be made. Some generally accepted principles should govern the teacher in the assignment of homework.

1. There should be flexibility and difference in the assignment to individual students. These should stem from real needs and the educational background of the individual student should be considered.
2. Homework should serve a definite purpose: to provide drill or practice on a principle or skill already taught; to provide real-life application of the matter in hand; to develop appreciation for or knowledge of community resources; or to develop the personal culture of the student.

3. Homework should be used as a technique for learning. "Busy work" turned in by the pupil and discarded by the teacher does not further learning; it merely inspires resentment and lessens the effectiveness of the teacher.
4. Homework should not be assigned as punishment under any circumstances.
5. Homework should be reasonable in view of the pupil's situation. Health, housing and conditions, outside work or responsibility, leisure-time activity, and conflicting demands of home and school should not be allowed to become a frustrating and damaging combination for the pupil.
6. Homework should not be used to replace or reduce supervised study, which should take place during school hours. This type of study usually achieves better results than homework.
7. Homework is more effective if a conference with the parent results in understanding the purpose and ways in which help at home can best be offered.
8. There should be a cooperative effort on the part of teachers to coordinate homework assignments so that students are not overburdened with excessive quantities of homework.
9. Each teacher should teach pupils what to study and how to study.
10. Homework should be checked by the teacher. Mistakes which are indicated for correction should be accompanied by individual comments whenever possible. Please remember to write positive comments also.

Article 5 – PERSONAL AND PROFESSIONAL CONDUCT

Section 1 Professional Ethics Standards

The Lakeview Community Schools expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards which certificated employees are expected to adhere to include those set forth below. References to “educator” shall include all certificated employees of the District.

Preamble

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 public school certificate holders in the State of Nebraska and for all educators, including administrators, 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, school patrons, or school board members.
2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school 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, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling 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 report to the Superintendent any known violation of paragraphs G, E, or B above.
10. Shall seek no reprisal against any individual who has reported a violation of this rule.

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 Board of Education.
7. Shall not discipline students using corporal punishment.

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 employing agency.
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.

Section 2 Evaluations (406.08)

Evaluation of certificated employees on their skills, abilities, and competence shall be an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of certificated employees, other than administrators, but including extracurricular employees, shall be to improve the education program, to maintain certificated employees who meet or exceed the board's standards of performance, to clarify the certificated employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

The formal evaluation criteria shall be in writing. The formal evaluation shall provide an opportunity for the evaluator and the certificated employee to discuss the past semester's performance and the future areas of growth. The formal evaluation shall be completed by the evaluator, signed by the

certificated employee and filed in the certificated employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the certificated employee's skills, abilities and competence.

The Superintendent will create an administrative regulation describing the procedure to be used for evaluations and including the evaluation instrument. At a minimum this will provide for evaluation of instructional performance, classroom organization and management, professional conduct, and personal conduct: It will provide for a written description of all noted deficiencies, specific means for the correction of the noted deficiencies and an adequate timeline for implementing the concrete suggestions for improvement. The teacher will be allowed to offer a written response. The regulation will also specify what training will be provided by the district for evaluators.

It shall be the responsibility of the building principal to ensure certificated employees are evaluated annually. Approximately 1/3 of the certified staff will participate in the full evaluation cycle which will include a summative evaluation. The other 2/3 of the certified staff will participate in the full evaluation cycle, but will receive a formative evaluation. Teachers will rotate through the process so they will receive a summative evaluation at least once every three years. The evaluation shall include at least one classroom observation for one period.

New and probationary certificated employees shall be evaluated at least once each semester. This evaluation procedure will include at least one classroom observation for one period each semester.

All evaluations will follow the guidelines listed in the Nebraska Department of Education "MODEL TEACHER/EDUCATIONAL SPECIALIST EVALUATION POLICY" dated May 27, 2013.

Evaluations of teachers will be conducted in accordance with the District's evaluation policy. Supervisors reserve the right to observe, appraise or evaluate teachers more frequently than required by policy on an as-needed basis. Teachers are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

Section 3 Role Model

At all times, teachers serve as role models for students and their actions and conduct reflect on the school as a whole. Teachers are in all respects to conduct themselves in a professional manner.

1. Notification of Arrest, etc. - Teachers must notify Superintendent by the next business day after:
2. Arrest or Criminal Charges. The teacher is arrested, ticketed, or issued a criminal charge where:
 - a. The maximum penalty for the crime equals or exceeds six months' incarceration;
 - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
 - c. Conviction would impact performance of teacher's job responsibilities, including offenses that:

- i. Would impact the responsibility to be a role model for students or relations with other employees of Lakeview Community Schools;
 - ii. Would impact the teacher's ability to operate a motor vehicle if the teacher at times needs to travel during duty time or the teacher at times drives students; or
 - iii. Would impact the teacher's Commercial Driver's License if the teacher's job requires that the employee have a CDL.
- d. The arrest or the alleged criminal activity occurred while the teacher was on duty, on property of Lakeview Community Schools, or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.
 - i. Teachers must also promptly report to the Superintendent whenever the teacher has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable.
- 3. Certificate or License. The teacher becomes aware that a complaint has been filed against the teacher that could affect a certificate or license required for the teacher's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the teacher's position.
- 4. Child Abuse. The teacher becomes aware that a report of child abuse or neglect has been made against the teacher under the Child Protection Act.
- 5. Further, teachers must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current teachers must give such disclosure within ten days following adoption of this Policy. As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall be subject to being immediately revoked in the event the required disclosure was not given.
- 6. Teachers must give full disclosure of the existence and nature of the above proceedings and must also promptly notify Superintendent of the disposition of the proceedings.
- 7. Legal documents relating to the proceedings shall be treated and maintained as part of the teacher's confidential criminal background file.
- 8. Failure to notify as required under this policy may subject the teacher to disciplinary action, including termination.
- 9. Civility- All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with Lakeview Community Schools. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

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

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

10. Visitors to Teachers - Teachers are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Superintendent or designee. Teachers are responsible for ensuring that their visitors follow posted procedures for being on Lakeview Community Schools' property. Teachers are not to bring their children to work with them in lieu of taking them to childcare.
11. Tobacco - The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing nonvisible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

12. Complaints or Concerns of Teachers - Teachers are to inform Lakeview Community Schools of any complaints or concerns about the operations of Lakeview Community Schools using the established chain of command (immediate supervisor, next higher level supervisor, etc.) on all matters that require administrative attention; that is, on all matters or issues that their job responsibilities require them to report to a supervisor.

It is important to the efficient and successful operation of Lakeview Community Schools and a duty of all of the District's employees to share any such complaints or concerns in a responsible, professional manner such as to: (1) not disrupt the proper functioning of their office, department, or position, (2) not undermine the authority of their co-workers, supervisors, or superiors, (3) maintain close working relationships with their co-workers, supervisors, and superiors, and (4) ensure that all applicable laws and regulations are followed. All official communications must be accurate, demonstrate sound judgment, and promote Lakeview Community Schools' mission. Employees must ensure that all applicable laws and regulations are followed by Lakeview Community Schools and its employees. In the event a teacher becomes aware of any such non-compliance, the teacher is to report such to the teacher's immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) and maintain the confidentiality of the report so that the problem can be appropriately corrected in the best interests of Lakeview Community Schools.

Teachers are to use the appropriate complaint or grievance mechanism for matters involving discrimination or harassment or other established mechanism specific to the nature of the complaint or concern.

Lakeview Community Schools will not tolerate unlawful retaliation against a teacher for engaging in legally protected activity. A protected activity includes a teacher's act of opposing an unlawful practice prohibited by employment discrimination or other laws that protect the conduct in question. Any act of unlawful retaliation by a supervisor or other teacher may result in serious disciplinary action up to and including termination. Any teacher may file a complaint with the Administration or appropriate Coordinator if the teacher feels that they have experienced unlawful retaliation in any form.

Section 4 Relationships

It is important for teachers to maintain an effective working relationship with the administration and all co-workers, including other teachers and support staff. Teachers are also to maintain appropriate relationships with students and the community, including parents and patrons. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being prompt and responsive to questions and concerns, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

Professional Boundaries between Employees and Students

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

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

1. Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
2. Making any sexual advance – verbal, written, or physical – towards a student.
3. Showing sexually inappropriate materials or objects to a student.
4. Discussing with a student sexual topics that are not related to a specific curriculum.
5. Telling sexual jokes to a student.
6. Invading a student's physical privacy (e.g., walking in on the student in a restroom).
7. Hugging or other physical contact with a student that is initiated by the teacher when the student does not seek or want this attention.
8. Being overly "touchy" with a specific student.
9. Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
10. Discussing with the student the teacher's problems that would normally be discussed with adults (e.g., marital problems).
11. Giving a student a ride in the teacher's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.

12. Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
13. Inviting a student to the teacher's home without prior express permission of the student's parent and school administrator.
14. Going to the student's home when the student's parent or a proper chaperone is not present.
15. Giving gifts of a personal nature to a specific student.
16. Discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.
17. Discussing another student's or Employee's personal matters when it is not appropriate outside of the instructional setting.

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

Section 5 Employee Use of Social Networks (403.07)

The Superintendent and Administrative Team will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the on-line, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to:

1. Improper fraternization with students using Facebook and similar internet sites or social networks, or via cell phone, texting or telephone.
 - A. Teachers are encouraged to not list current students as "friends" on networking sites.
 - B. Inappropriate contact via e-mail or phone is prohibited.
2. Inappropriateness of posting items with sexual content
3. Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol
4. Examples of inappropriate behavior from other districts, as behavior to avoid
5. Monitoring and penalties for improper use of district computers and technology
6. The possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct.

All online communication by District employees during the school day, using District resources, or on behalf of the District is subject to District policies. Employees shall maintain a standard of professional responsibility and conduct, realizing their online actions at work and at home represent the District.

The network systems administrator may periodically conduct internet searches to see if teachers have posted inappropriate materials on-line. When inappropriate use of computers and websites is discovered, the Principals and Superintendent will promptly bring that inappropriate use to the attention of the staff member and may consider and apply disciplinary action up to and including termination.

Lakeview Community Schools Social Media Guidelines for Employees

Purpose for Social Media Guidelines:

Lakeview Community Schools has adopted the following guidelines for staff to provide direction for instructional employees, students and the School District community when participating in online social media (user created content online designed in a collaborative environment) activities. While free speech protects individuals who want to participate in social media, the laws and courts have ruled school districts can discipline employees if their speech, including online postings, disrupts school operations. Information produced by Lakeview Community Schools employees is a reflection on the entire District and is subject to the District's Acceptable Use Policy.

Specific Staff Social Media Responsibilities:

1. Lakeview Community Schools expects those who have a personal online presence on social media to be mindful of the information they post. Your online behavior should reflect professionalism.
2. The lines between public and private, personal and professional are blurred in the digital world. You should ensure that content associated with you is consistent with your work in the Lakeview Community Schools district.
3. It is your responsibility to familiarize yourself with the appropriate security settings for any social media (personal or professional) that you use. Be sure that the settings are such that any personal content may only be viewed by your intended audience.
4. Discussing with a student matters that do not pertain to school-related activities and are unprofessional or inappropriate using email, text messaging, instant messaging, or any other social networking site could result in disciplinary action.
5. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position.
6. Employees are personally responsible for the content they publish online. Be mindful that what you publish will be public for a long time – protect your privacy.
7. Remember that social media in the classroom is an extension of your physical classroom. What is inappropriate in your classroom should be deemed inappropriate online. It is encouraged that staff does not “friend” students on social media. If a staff member does “friend” a student any conduct deemed inappropriate will be subject to consequences.
8. When contributing online do not post confidential student information. Do not post pictures of any students on your personal sites.
9. The lines between public and private, personal and professional are blurred in the digital world. You will always be considered to be a District employee. Whether it is clearly communicated or not, you will be identified as an employee of the School District in what you do and say online. If you don't want it on the 10:00 news - don't share it online.
10. Represent the District values. Express ideas and opinions in a respectful manner. All communications should be done in good taste. Build trust and responsibility in your

relationships. Do not denigrate or insult others including students, staff, administrators, parents, or other districts.

11. You are responsible for the content you post.
12. Online postings and conversations are not private. Do not share confidential information.
13. Obtain permission from administration before using any school or district logo or image.
14. Do not post or tag photos or video of others without their permission.
15. Online content should be well written. What you post will be online for the world to read.
16. Respect copyright and fair use guidelines.
17. Employees are prohibited from establishing personal relationships with students that are unprofessional and thereby inappropriate.

Section 6 Professional Attire

It is important for teachers to project a professional image to students, parents, co-workers and patrons. Appropriate attire and grooming is one of the means of projecting a professional image. Teachers are expected to maintain conservative and professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. As a minimal guide, teachers should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual teachers should that be necessary.

Section 7 Private Tutoring (409.05)

Every effort will be made by the certificated employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by certificated employees may be approved by the superintendent.

Certificated employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the board.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent.

Teachers are encouraged to provide individual assistance to students as a part of their duties. Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the District) are subject to the following rules:

1. The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.
2. The teacher is not to provide private tutoring in a school building.
3. The teacher is not to provide private tutoring during duty time.
4. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

Section 8 Outside Employment (403.06)

The board believes the primary responsibility of employees is to the duties of their position within the school district as outlined in their job description. The board considers an employee's duties as part of a regular, full-time position as full-time employment. The board expects such employees to give the responsibilities of their positions in the school district precedence over any other employment.

It shall be the responsibility of the superintendent to counsel employees, whether full- time or part-time, if, in the judgment of the superintendent and the employee's immediate supervisor, the employee's outside employment interferes with the performance of the employee's duties required in the employee's position within the school district.

The board may request the employee to cease the outside employment as a condition of continued employment with the school district.

Section 9 Safe Transportation (402.07 and/or 801.12)

TRANSPORTING OF STUDENTS BY EMPLOYEES (402.07)

Generally, transportation of students shall be in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle.

Employees who transport students for school purposes must have the permission of the superintendent and/or building principal.

This policy statement applies to transportation of students for school purposes in addition to the regular bus route transporting students to and from their designated attendance center.

STUDENT TRANSPORTATION IN PRIVATE VEHICLES (801.12)

Standing authorization shall be granted by the board to school administrators, school nurses and other student services personnel designated by the superintendent.

No employee shall transport students in private vehicles without insurance coverage in compliance with state law.

Special permission for providing student transportation may be granted in exceptional cases by the principal to other professional staff members such as coaches, music teachers and activity sponsors. Exceptional cases shall be determined by review of the number of students traveling, relative costs, safety factors and distance providing as follows:

1. The school administrator has approved the activity;
2. A permission slip signed by the student's parent(s) has been received by the principal or his/her designee, granting permission for the student to participate in the field trip/activity and to ride in a privately-owned vehicle;
3. The employee, parent or other adult driving the vehicle is properly licensed to drive and has provided proof of insurance. Such insurance shall meet or exceed minimum requirements as established by the state of Nebraska and as set by the district;
4. The vehicle contains an adequate number of seat restraints and the adult driver requires their use.

The district will develop procedures to implement this policy.

When driving a school vehicle or transporting students, teachers are to abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants.

When transporting students, teachers are not to use cell phones or otherwise engage in distractions. This rule applies to the driver regardless of whether the vehicle is in motion. The only exception would be in the case of emergencies.

Section 10 Employee Fundraising (403.08)

Any employee fundraising campaigns, including online fundraising such as crowdfunding campaigns, must have prior approval from the Superintendent before taking any actions when using the employee's position to raise funds. Any person or entity acting on behalf of the district and wishing to conduct a fundraising campaign for the benefit of the district must also begin the process by seeking prior approval from the Superintendent. All money raised through an approved fundraising campaign is subject to normal accounting procedures of the district and any additional procedures that may be required in the approval process. Any information or materials placed on fundraising websites are subject to the same district policies covering publication of materials on the district website.

Approval of requests shall depend on factors including, but not limited to:

1. Compatibility with the district's educational program, mission, vision, core values, beliefs, and student achievement goals;
2. The district's instructional priorities;
3. The manner in which donations are collected and distributed by the fundraising process;
4. Equity in funding; and
5. Other factors deemed relevant or appropriate by the district.

If approved, the employee shall be responsible for preparing all materials and information related to the fundraising campaign and keeping district administration apprised of the status of the campaign. The employee shall not violate any district policy or guideline and must protect the confidentiality of all student information.

The employee is responsible for compliance with all state and federal laws and other relevant district policies and procedures. All items and money generated are subject to the same controls and regulations as other district property and shall be deposited or inventoried accordingly. No money raised or items purchased shall be distributed to individual employees.

Any employee who directly or indirectly seeks to use their position as a District employee to fundraise (such as through a crowd funding initiative) must obtain prior approval from the Superintendent or Superintendent's designee before taking any action to fundraise.

An employee who receives permission to fundraise shall abide by the following requirements:

1. The employee shall inform the Superintendent or Superintendent's designee of any content (including online messages or requests) that the employee intends to publish.

2. The employee shall not violate any District policy, rule or law in any fundraising efforts and shall keep all student information confidential.
3. The employee must account for any money raised through the approved fundraising effort and shall provide evidence to the Superintendent or Superintendent's designee as to how the money was spent.

District employees who engage in fundraising efforts in their private capacities need not abide by this policy.

Article 6 – ACADEMIC MATTERS

Section 1 Purpose and Goals of Academic Achievement (611)

The Lakeview Community Schools' Board of Education is committed to providing a quality education for all Lakeview Community Schools' students consistent with the school's mission statement. Effective, quality instruction by teachers is an essential means of meeting the District's mission of providing a quality education.

Section 2 Teaching to Student Understanding to Assure Learning

Each teacher is responsible for teaching in a manner to meet the mission of the District and to assure student understanding and learning of the principles and concepts to be presented to students within the curriculum adopted by the District. Teachers will model classroom instruction on the educational model implemented by the District and reflected in the teacher evaluation instrument adopted by the Board of Education. Teachers are responsible for familiarizing themselves with the instructional model and the principles of instruction set forth in the evaluation instrument. The administration shall provide periodic in-services regarding the instructional model.

State and federal laws and regulations have been enacted which require that students with certain needs be provided instruction and services consistent with those special needs. Examples include students who have been verified as in need of special education ("special education students"), students with other disabilities which impact the educational program ("504 students"), and limited English proficient students ("LEP or ELL students"). The District's policy is to comply with the state and federal laws and regulations in all respects. Teachers who are assigned special education, 504, or LEP/ELL students are required to provide instruction and services consistent with legal requirements and the requirements of Board policy and regulation.

Section 3 Instruction in the Curriculum

Teachers shall instruct students in the curriculum, including the use of curriculum materials, adopted and implemented by the Board of Education and as directed by the administration.

Section 4 Measuring and Reporting Academic Achievement

Grades and Grading. Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the

results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is recommended that the teacher record at least two grades per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work. GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.

Recording Grades. Each teacher shall record grades in the daily class book or other applicable electronic format. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

Grade Scales. Teachers are to use only the approved grading scales. Any deviation from the approved grade scales must be approved by the building principal.

Reconsideration of Grades/Marks

Questions raised concerning duly assigned grades will be resolved cooperatively in a conference which includes the teacher(s) involved and the Principal. In the event a grade is questioned by parents or students, the parents/guardians and/or student may be included in the conference.

Failure to resolve the issue will result in a second conference involving the Superintendent or designee and the participants in the initial conference described above. The grades designated by teachers will not be changed unilaterally by the Superintendent unless the Superintendent determines that the grade is not consistent with the requirements of law, Board policy, or the best interests of the District.

Reduced Credit. Some students in certain situations may qualify for less than the number of credits normally granted for a course. If a student is excessively absent from a class for any particular reason, a teacher may request reduced credit. All cases of reduced credit should be approved by the Principal.

Reports to Parents. Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are made available to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, first semester, third quarter, and second semester.

The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

All term or mid-quarter grades are calculated on a cumulative basis; i.e., the grade given at the end of the first quarter represents an evaluation of work done during that quarter, and the grade given at the close of the semester represents an evaluation of all the work done during the entire 18 weeks.

The end-of-quarter and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have significant bearing on the student's grades or their relationship with teachers, notes should be sent to parents. Arrangements will be made to place these teacher-written notes with the grade report forms. The notes may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their

child. For their instruction, and for our ultimate well-being, if and when problems arise, it is essential that the reports be as informative as possible. Teachers should, in all cases, plan to keep on file duplicate copies of the notes which are made available to parents.

Please accept, cooperatively and professionally, the responses that parents may make subsequent to the distribution of term or mid-quarter reports. Parents are not always helpful or reasonable under these circumstances but they do need information and direction. Please encourage parents to discuss their student-centered problems with you and give them all possible assistance.

Mid-Quarter Progress Reports to Parents. Mid-quarter progress reports are prepared at or near the middle of the fourth and the thirteenth weeks of each semester. These reports will be mailed to all parents.

Section 5 Parent-Teacher Conferences (611.04)

Parent-teacher conferences will be held the first semester at the elementary school to keep the parents informed. This will be optional for the second semester. The conferences at the high school are not individually scheduled.

Parents, teachers, or principals may request a conference for students in grades kindergarten through twelve in addition to the scheduled conference time. Parents and students are encouraged to discuss the student's progress or other matters with the student's teacher.

Teachers are expected to be prepared for such conferences. Being prepared includes having completed grade books which include all student assignments, work or tests completed within five (5) days of the date of the Parent-Teacher conference.

Article 7 - USE OF SCHOOL FACILITIES AND EQUIPMENT

Section 1 Drug-Free Workplace (404.07)

The board expects the school district and its employees to remain substance free. No employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicles. "Workplace" also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee shall notify the employee's supervisor of the conviction within five days of the conviction.

The superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. An employee who violates the terms of this policy may be subject to discipline up to and including termination. If the employee fails to successfully participate in a program, the employee may be subject to discipline up to and including termination.

The superintendent shall be responsible for publication and dissemination of this policy to each employee. In addition, the superintendent shall oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment programs.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy. This policy and related administrative regulations shall have a biennial review to determine its effectiveness, implement needed changes and ensure that the sanctions are consistently enforced.

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held.

The possession or distribution of a look-alike drug or look-alike controlled substance is similarly prohibited. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the work place or on duty time shall be a violation of the drug-free workplace. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment teachers will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, or termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

Section 2 Smoke and Tobacco-Free Workplace (1006.02)

School district facilities, including school vehicles, shall be off limits for smoking. This requirement extends to employees and visitors. This policy applies at all times, including school-sponsored and non-school-sponsored events. Persons failing to abide by this request shall be required to extinguish their smoking material or leave the school district premises immediately. It shall be the responsibility of the administration to enforce this policy.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Section 3 Weapon-Free Workplace (504.11)

The board believes weapons and other dangerous objects and look-a-likes in school district facilities cause material and substantial disruption to the school environment or present a threat to the health

and safety of students, employees and visitors on the school district premises or property within the jurisdiction of the school district.

Weapons and other dangerous objects and look-a-likes shall be taken from students and others who bring them onto the school district property or onto property within the jurisdiction of the school district or from students who are within the control of the school district.

Parents of students found to possess weapons or dangerous objects or look-a-likes on school property shall be notified of the incident. Confiscation of weapons or dangerous objects shall be reported to the law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms to school or knowingly possessing firearms at school shall be expelled for not less than one year. Students bringing to school or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The superintendent shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. For purposes of this portion of this policy, the term "firearm" includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas.

Weapons under the control of law enforcement officials shall be exempt from this policy. The principal may allow authorized persons to display weapons or other dangerous objects or look-a-likes for educational purposes. Such a display shall also be exempt from this policy. It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;
3. Any firearm muffler or silencer;
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
5. Any bludgeon, sand club, metal knuckles, or throwing star;
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button,

spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;

7. Any electronic device designed to discharge immobilizing levels of electricity, such as a stun gun; and
8. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes and it shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
9. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
10. Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession or within reach (such as in the teacher's vehicle), as well as in a teacher's desk, locker, briefcase, backpack, or purse.

Section 4 Use of District Computer Network and Internet (402.14 and 606.06)

402.14: The Board of Education believes that the availability of computers and computer technology will enhance the learning opportunities of our students and allow the district to deliver educational services more efficiently. Employees are expected to conduct themselves within the guidelines of district computer use policy as stated in Policy 606.06, Acceptable Use of Computers, Technology and the Internet.

606.06: The Board supports the use of computers, technology and the Internet in the District's instructional program as a resource to educate and inform. The use of these resources shall be consistent with the curriculum adopted by the School District and shall be employed in an appropriate and responsible manner to meet the varied instructional needs, learning styles, abilities and developmental levels of students.

Procedures and Guidelines

The Superintendent shall develop and implement appropriate procedures to provide guidance for computer use and Internet access. Guidelines shall address teacher supervision of computer use, ethical use of electronic media, and the District's ownership and right of administrative review of electronic files and communications. The term "electronic media" includes, but is not limited to, the Internet, e-mail and other technological resources.

The guidelines shall prohibit utilization of networks for inappropriate or illegal activities, the intentional spreading of imbedded messages (viruses) or the use of other programs with the potential

of damaging or destroying programs, data or equipment. The guidelines will describe the District's limitation of liability and will establish that the use of computers, technology and the Internet is a privilege, not a right. Violation of the procedures and guidelines will result in cancellation of those privileges and appropriate disciplinary action.

Technology Protection Measure

The District will implement a technology protection measure that will block or filter Internet access to visual depictions that are obscene, pornographic or of a harmful nature to minors. Operation of this measure will be monitored and enforced during use of computers by minors.

Audit of Use

Users with network access shall not utilize District resources to establish electronic mail accounts through third-party providers or any other nonstandard electronic mail system. Participation in chat rooms is prohibited without specific prior approval by the system administrator. The Superintendent shall establish a process to determine whether the District's education technology is being used for purposes prohibited by law or for accessing prohibited materials. The process may include, but not be limited to:

1. Utilizing blocking/filtering software.
2. Turning off the "auto load images" feature of the Internet browser.
3. Using a proxy server to control accessible websites.

Appropriate Internet Behavior on Social Websites

The district recognizes its responsibility to educate students regarding appropriate behavior on social networking and chat room sites about cyberbullying. Therefore, students shall be provided instruction about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms and cyberbullying awareness and response.

Student Use

A written parental permission and agreement form will be required prior to the student being granted access to electronic media involving District technological resources. The form will specify acceptable uses, rules of on-line behavior, access privileges and penalties for procedural violations. It must be signed by the parent or legal guardian of minor students (under age 18) and by the student. This document will be kept on file as a legal, binding document. In order to rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old) must provide the Superintendent with a written request.

Staff Use

A written staff agreement form will be required for all employees having access to electronic media. Staff shall confine e-mail use to work-related purposes and a reasonable, appropriate and limited personal use that does not interfere with their district duties. The agreement form will refer to the procedures and guidelines for use of computers and the Internet, describe prohibitions and limitations on the use of these resources and state the employee's responsibility for the security of individual passwords.

Community Use

On recommendation of the Superintendent, the Board will determine the conditions and limits under which equipment and services will be made available to the community. Upon request to the Building Principal, community members may have access to electronic resources and programs available through the District, provided they attend any required training and abide by the rules of usage established by the Superintendent. A written agreement form will be required for all community members having access to these resources indemnifying the District from claims by community users.

Disregard of Rules

Individuals who refuse to sign required acceptable use documents or who violate District rules governing the use of District technology shall be subject to loss or restriction of the privilege of using computers, technology or the Internet and related resources.

Responsibility for Damages

Individuals shall reimburse the Board for repair or replacement of District property lost, stolen, damaged, or vandalized while under their care.

Responding to Concerns

School officials shall apply the same criterion of educational suitability used to review other educational resources when questions arise concerning access to specific databases or other electronic media.

Teachers have access to the District's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the District.

As a condition of using the computers and the Internet, teachers agree to the following:

1. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If a teacher downloads public domain programs for personal use or non-commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
3. Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Teachers are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, color, national origin, religion, disability, age, sex, or other protected category. Further, teachers are prohibited from placing such information on the Internet.
4. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.

6. Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Teachers will not attempt to login to the system as a system administrator.
8. Teachers understand that the intended use of all computer equipment is to meet instructional objectives.
9. Teachers will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
10. Teachers will not use the network for financial gain or for any commercial or illegal activity.
11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products. The teacher is solely responsible for any such charges. The teacher's acceptance of an email account is an acceptance of the teacher's agreement to indemnify the District for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
15. The District reserves the right to refuse posting of files, and to remove files.
16. The District further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

19. Teachers shall not use or access the Internet for any reason that would violate the request that a teacher serve as a role model for students.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the teacher's Internet account and computer privileges, reprimand, suspension, or termination.

Section 5 Use of School Facilities (1006.01)

The primary purpose of the use of school buildings is the education of the community. Therefore, the local school activities have priority over all other organizations in the use of the building and facilities. The Board authorizes the superintendent of schools or his/her designee to require rentals, charges or use fees to offset costs for the usage, maintenance and upkeep of the facilities or grounds by such groups and/or individuals making application for facility usage. Such rentals, charges or fees shall be developed in written form by the superintendent of schools and approved by the Board. The Board further authorizes the superintendent of schools or his/her designee to waive such rental, charge or fee after consideration of the type of group or organization making application for such use.

In allowing such rentals, charges, or fees, the Board does not, in any manner, endorse the content or message presented by any individual, group, or organization utilizing school facilities. The superintendent of schools or his/her designee may require that disclaimers of such endorsement be utilized in connection with utilization of school facilities.

Use of School Facilities and Equipment

The following is a list in rank order of the priorities for usage of the District's facilities or grounds:

1. Activities and programs of the Lakeview Community School District that directly relate to the instructional and educational program of the District.
2. Events or activities that are designed to serve the youth and citizens of the individual school community which are planned and directed by School affiliated groups and/or are connected with a community recreation program.
3. Use by community organizations whose primary purpose is service to the youth or through the use of school facilities, is the improvement of the general welfare of the community and where no admission is charged. Use by civic and service groups whose purpose, through the use of the school facilities, is to improve the general welfare of the community and where admission is charged and whose net receipts are expended for the welfare of the pupils or charitable purposes.
4. Use by individual groups who are eligible to rent the facilities and whose net receipts are not for the welfare of the pupils or charitable purposes.
5. The member of the organization or the individual having contact with the school to secure the facility will be the responsible individual for any personal injury or property damage that may take place during the use period. This same individual shall be responsible for the completion of the "Hold Harmless" agreement as referenced in this policy. The Board and the administration reserve the right to refuse the use of school facilities when it deems it necessary in the public interest.

Conditions Governing Use of School Facilities:

1. Custody: The custody of all school facilities is placed with the superintendent of schools, subject to the supervision of the Lakeview Community Schools Board of Education.
2. Responsibilities:
 - A. Superintendent:
 1. The superintendent of schools shall be responsible for maintaining proper relationships with those organizations that make application to use the facilities of the Lakeview Community School District.
 2. The superintendent of schools or his/her designee shall maintain a complete schedule of use for the facilities for which he/she is responsible, endeavoring to prevent conflicts and guarantee first priority to the Lakeview Community Schools and its related organizations.
 3. The superintendent of schools or his/her designee will process all applications for rental, provide the required support staff, ensure compliance with Lakeview Community Schools Board of Education policies and these regulations plus the collection of the facility use fee.
 - B. Individual, group or organization renting the facilities:
 1. The individual who is the sponsoring head (or their adult designee) of the group or organization renting the facilities must be on duty to supervise the group.
 2. The organizational representative of any group that request to use a facility must execute the "Hold Harmless" contract agreement before the facility may be used.
 3. Liability for damage - any group or organization using school property shall indemnify the Lakeview Community School District, Board of Education, the individual members thereof and any school officials or employees, free and without arm, from any loss, damage liability, or expense that may arise during, or be caused in any way by, such use or occupancy of school property. In the event property loss is incurred as a result of the use of the facility by an outside group, the amount of damage shall be determined by the superintendent of schools or his/her designee.
3. Fees:
 1. All fees and/or rentals will be based upon the attached Rental Schedule. Fees may be requested in advance.
 2. Checks or money orders shall only be made with the Lakeview Community Schools as the "Payee".
 3. Special fees will be charged for necessary technical and supervisory service, extra preparation, utilization of kitchen facilities, stage equipment, athletic equipment, projectors, amplifying equipment and the like. The cost of these special fees will be added to the regular fee.
4. Equipment
 - A. School equipment such as projectors, VCR's, amplifying equipment, musical instruments, etc., may not be loaned or rented for use outside of the school

location without special permission from the superintendent of schools or his/her designee. Use of school space does not include use of school equipment unless specifically permitted. Use of school equipment when and where required must be by school personnel, the cost of which will be added to the regular fee.

- B. Organizations wishing to bring unusual equipment, material, devices and/or animals into school buildings or on school premises must present, in writing, proper insurance coverage with a "Hold Harmless" clause protecting the Lakeview Community Schools Board of Education, school officials and employees.

5. Categories of Activities:

A. School Related

The following activities are considered school related in nature and thus no charge will be assessed for the use of the facility. The determination of whether an activity is school related in nature and have no charge for the use of the facility shall be determined by the superintendent of schools or his/her designee.

- 1. School district activities which may include, but not limited to, teachers and educational activities, school committees and councils, student body clubs, organizations and/or associations, and Lakeview Community Schools booster clubs.
- 2. Youth groups whose membership is predominantly comprised of youth who reside within the confines of the Lakeview Community Schools District.
- 3. School athletic/activity camps.

B. All Other Activities:

- 1. All other activities shall pay the District cost of "Recovery Rate" which includes clean-up costs, operation and maintenance costs and any special requirements cost. Activities which pay the cost of "Recovery Rate" are:
- 2. Activity or meetings of local charitable, philanthropic and cultural groups, service clubs, fine arts association and theater groups if admission is charged or operated for profit.
- 3. Mass meetings called by public authorities other than emergency or public safety meetings.
- 4. County, state or federal government groups.
- 5. Community service groups such as hospital, fire department, etc.
- 6. Public meetings of clubs, e.g., sororities, women's clubs and other similar organizations that are community wide in scope and membership.
- 7. Community athletic groups.
- 8. Corporations, companies or individual enterprises that operate for profit and charge admission and/or display fees.
- 9. Activities or meeting of local charitable, philanthropic and cultural groups, service clubs, and fine arts associations.
- 10. Religious group activities.
- 11. Recitals for commercial teachers.
- 12. Political group activities.

13. Athletic/activity camps where a profit is realized by the coach/sponsor.
(Example: A clinician conducts a camp that requires a fee or charge exclusively for the participation in said camp.)

Rules and Regulation Governing Use of Facilities:

The following are the rules and regulations that must be followed by any individual, group or organization that utilizes the facilities of Lakeview Community Schools:

1. The use of the facilities by an outside organization shall not restrict or limit the normal instructional program carried on during regular school hours. The use of school equipment is prohibited unless prior approval has been received from the superintendent of schools or his/her designee.
2. The Lakeview Community Schools District reserves the right to deny the use of the facilities to any person or organization at any time and it is the final authority on the interpretation and modification of the policy on public use of school facilities. The school district reserves the right to deny the privilege of continued use of facilities to any user who does not comply with all regulations.
3. Organizations or groups which promulgate any theory or doctrine subversive to the laws of the State of Nebraska or the United States or any political subdivision thereof or advocate governmental change by violence, will be denied use of all school facilities.
4. School facilities will not be available for use by rental groups on the following holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Easter Sunday, Memorial Day and the Nebraska School Activities Association (NSAA) five-day moratorium. Exceptions to the above may be granted solely by the superintendent of schools or his/her designee.
5. The Lakeview Community Schools facilities are not to be used for any other purpose or in any other way than its design use without expressed written permission from the superintendent of schools or his/her designee.
6. The Lakeview Community Schools facilities shall not be used for unlawful purposes.
7. Groups or organizations renting the District's facilities will conduct orderly meetings and such gatherings are not to incite others in disorder.
8. Activities deemed to be injurious to the building, grounds or equipment will not be permitted.
9. All use of District facilities by outside groups shall be automatically canceled when schools must be closed due to inclement weather or other emergency conditions.
10. A school custodian or a representative of the superintendent of schools or his/her designees is required to be on duty during the use of the high school facility. In the event the group or organization rents the kitchen of one of the facilities, a member of the District's food preparation staff shall also be on duty during the use and clean-up of the kitchen. Charges will be assessed to the holder of the permit for time spent by the custodian or food preparation staff in assisting with the set up or disassembly of equipment and the like.
11. Each applicant shall provide a written assurance of liability certificate of insurance for the use of the facility. If liability insurance is not available, a "Hold Harmless" agreement must be agreed upon and signed by the applicant.
12. Each applicant must agree to assume responsibility for any legal liability or damage to the person or property of the applicant or others and for any uninsured injury or damage to school personnel or property in connection with use of school facilities, and must agree to "save the

Lakeview Community Schools Board of Education and its employees harmless" in the event of any injury or damage and must reimburse the Lakeview Community Schools District for any damages.

13. In determining the cost of the replacement of any damaged or destroyed property and/or equipment, the charge shall be at "replacement cost." In all cases a hold harmless agreement must be signed by the applicant.
14. Adequate adult supervision must be provided for each activity.
15. The use of alcoholic beverages in school buildings or on school grounds is strictly prohibited.
16. Gambling is prohibited in school buildings or on school grounds. Smoking is prohibited throughout the school buildings.
17. High School facilities shall not be used for parties, wedding receptions, funerals or celebrations that are private in nature, e.g. birthdays, anniversaries and other similar parties.
18. Special permission must be obtained for decorating, installing scenery or the moving of furniture.
19. Signs, banners, pennants, place cards or similar items of advertisement are not to be placed in the schools without the express consent of the superintendent of schools or his/her designee. Activities carried on in the schools by the County
20. Election Commissioner shall be free of this restriction. The Lakeview Community School District does not, in any manner, control, contribute to, or endorse the content or message presented by an individual, group, or organization utilizing the facilities. The superintendent of schools or his/her designee may require that disclaimers of such endorsement be utilized in connection with utilization of school facilities.
21. Scenery, decorations or equipment provided by the holder of a permit must be removed from the school building promptly after the usage of the facility so as not to interfere with school activities. If there is a delay in the removal of such items, the removal will be made by the District at the expense of the holder of the permit.
22. Any vandalism or destruction of school property attributable to the renting organization will be billed to that organization.
23. The Lakeview Community Schools shall not be responsible for property brought onto the school premises.
24. Due to the unique nature of the equipment and high probability of injury, the weight room of the Lakeview Community Schools will not be available for rental.
25. Participation by school employees or students in any activity or event conducted pursuant to this policy shall be strictly voluntary.
26. Regulations not listed that may be unique to a group or organization shall be determined by the superintendent of schools or his/her designee.

Personnel:

The charges assessed for personnel are not included in the facility rental amount. Renter must pay the cost for school personnel, i.e., fee cannot be circumvented by renter or member of the organization performing school personnel duties. All hourly costs start at the time the doors are opened and remain in effect until the using organization clears the building.

Charges assessed for personnel will reflect the actual hourly wage of the individuals, including overtime if applicable. School personnel required if the facility is rented may include, but is not limited to: food service personnel, technical support personnel and custodians.

The Lakeview Community Schools rental schedule is divided into the following classifications:

Class 1: Individuals, groups or organizations that are considered school related in nature.

Class 2: Individuals, groups or organizations not operating for a profit and devoted to community interest and child welfare.

Class 3: Individuals, groups or organizations operating for a profit and/or admission or donations are charged.

FACILITY RENTAL SCHEDULE:

Rental is based on a full daily rate; rentals will not be less based on the time of facility use. Rental shall be by each activity held in Class 3 that charges admission or solicits donations. If the activity exceeds four consecutive days, an additional rental will be assessed as listed below.

Facility

High School Gym Elementary School Gym High School Cafeteria Football Field/Track Classrooms

Facilities/Grounds Not

Class 1	Class 2	Class 3
No Charge	\$150.00	\$225.00
No Charge	\$75.00	\$115.00
No Charge	\$75.00	\$115.00

Fees will be determined on an individual basis.

Fee will be determined on an individual basis dependent upon the type of classroom used.

Listed Above Fee will be determined on an individual basis

HOLD HARMLESS AGREEMENT (1006.01E)

The following Hold Harmless Agreement must be signed by any individual group or organization renting Lakeview Community Schools District facilities/grounds.

The applicant and/or the applicant's organizational representative has read and agrees to the attached procedures and conditions, in addition:

NOW THEREFORE, the said _____ does hereby agree to hold said School District 71-0005, Lakeview Community Schools (hereinafter referred to as the District), in the State of Nebraska, harmless from any loss of liability for claimed personal injury or property damage claimed to have been caused by reason of any acts of negligence of said District, its officers or employees, with respect to the use of said premises by the undersigned, whether occasioned upon said premises, or in the streets, alleys, halls, stairways, etc., used in connection therewith.

The undersigned agrees that it will hold said District harmless from any such claims and pay any such claim that may ultimately be adjudicated to be a valid claim against said District and all expenses

including court costs and attorney's fees, if any, and all other fair and reasonable charges in connection with the defense of said District against such claim.

This AGREEMENT is made between the District and_____. WHEREAS, the District has agreed to permit the Indemnifier to use the school facilities for purposes and uses completely unrelated to school activities and for the personal use of the Indemnifier.

WHEREAS, the District acknowledges and warrants that it will provide supervision of the activities and control the use of the premises while it is being used by the Indemnifier.

NOW THEREFORE, it is agreed the parties as follows:

1. The District will permit the Indemnifier to use the following:

_____ for a period of time from:

DATES:

TIME:

2. Indemnifier undertakes to hold Lakeview Community Schools harmless and to indemnify them from any and all liability, loss of damage which Indemnifier or anyone under Indemnifier's supervision or control may suffer as a result of any claims, demands or costs arising from the use of said building by Indemnifier.

Rental Fee:

----- Hours X ----- Per Hour= \$ -----

Special Fees:

Other Considerations:

3. The total cost for the use of the facility and equipment will be \$_____. Indemnifier will receive an invoice/billing after the facility has been used.

4. Lakeview Community Schools does not sponsor or endorse the Indemnifier or the activity or event conducted by the Indemnifier. To ensure that the public understands this fact, the Indemnifier agrees to not make any statements suggesting such sponsorship and to publish statements of non-school sponsorship in such form and manner as the administration may request.

Superintendent or Designee
Lakeview Community Schools
3744 83rd Street
Columbus, NE 68601
Phone: 402-564-8519

Indemnifier
Name:_____
Address:_____

Phone: _____

Amount Paid \$_____

Teachers will be issued keys to the school. Teachers shall not lose their keys and shall not allow others to have access to or to use their keys. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

Section 6 Care of School Property

Teachers are responsible for the proper care of all books, equipment, computers, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired (if possible) and appropriate responsibility for the cost of replacement or repair may be determined.

Section 7 Use of Cell Phone

Personal telephone calls shall not be made during duty time except in the event of an emergency and when authorized. Teachers shall not text or be on their cell phones during duty time.

Section 8 Salespersons

Teachers are not to permit any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the teacher while engaged in the teacher's duties except for such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:30 a.m. and 5:00 p.m. on all days which school is in session. If you are required to be at work earlier than 8:30 a.m., the hours are extended to that earlier time as well.

Teachers shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Teachers shall not use time for which the teacher is on duty or paid by the District to engage in any activity for personal financial profit including any advertisements that directly or indirectly benefit the teacher. Any violation of this policy will be held to be willful insubordination.

Section 9 Security of Desks and Lockers

Offices, teacher desks, lockers, computers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right to search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable

grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

The District is not responsible for any personal property that teachers bring to school. Teachers are cautioned not to bring large amounts of money or items of significant value to school.

Section 10 Video Surveillance

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Section 11 Recording of Others (1004.03)

Live Broadcast or Videotaping

Individuals may broadcast or videotape public school district events, including open board meetings, as long as it does not interfere with or disrupt the school district event and it does not create an undue burden in adapting the buildings and sites to accommodate the request.

It shall be within the discretion of the superintendent to determine whether the request is unduly burdensome and whether the broadcast or videotaping will interfere with or disrupt the school district event.

Videotaping of classroom activities will be allowed at the discretion of the superintendent. Parents will be notified prior to videotaping of classroom activities.

It shall be the responsibility of the superintendent to develop administrative regulations outlining the procedures for making the request and the rules for operation if the request is granted.

News media coverage of sports and other special events is encouraged. Radio broadcasts of events will be arranged through the superintendent's office.

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted, (2) by authorized staff for purposes of child welfare (for example, to record images of injuries to students caused or believed to be caused by another person), or (3) the Superintendent or Superintendent's designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary

to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Section 12 Bulletins and Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

Section 13 Copyright and Fair Use Policy

It is the District's policy to follow the federal copyright law. Teachers are reminded that, when using school equipment and when performing school duties, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

1. the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. the nature of the copyrighted work;
3. the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
4. the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Teachers should seek assistance from administration if there are any questions regarding what may be copied.

Section 14 Lost and Found

Teachers who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

Section 15 Safety (905.02)

Annual Emergency Safety Plan

All employees have the responsibility for maintaining safe, healthful and sanitary conditions within the buildings and on the grounds of the school district. The Superintendent shall designate staff and develop procedures to insure that all facilities meet fire, safety and health codes.

The Superintendent shall appoint a school safety and security committee represented by faculty, parents and community members that will prepare and review the school's safety plan. This plan will be updated annually by the committee and approved by the School Board. The plan will address safety procedures and security plans for students, staff and visitors, including during emergency events.

Typical elements of this plan will include:

1. The assignment of specific employees to safety tasks and responsibilities.
2. Instructions relating to the use of alarm systems and signals.
3. Information concerning methods of fire containment and equipment use.
4. Systems for notification of appropriate authorities.
5. Specification of evacuation routes and procedures.
6. Posting of plans and procedures at suitable locations.
7. Procedures and frequency of emergency evacuation drills.
8. An evaluation of each evacuation drill.

The plan shall be reviewed annually by one or more persons not on the committee and not an employee of the school district. This review includes a visit to each school building to analyze plans, policies, procedures and practices. Recommendations shall be made to the Superintendent and the committee for use in revising the plan.

Safety Program and Safety Committee

The District has established safety committees and safety plans, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with these plans. These plans may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. A representative from each bargaining group plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers' association. Teachers can make suggestions and/or report concerns to the safety committee in the following ways:

1. contact the teachers' association representative of the safety committee,
2. contact the President of the teachers' association, or
3. contact the Safety Committee in care of the Superintendent.

Safety Practices

Guidelines for safe work practices which teachers should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.

6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Use of Personal Vehicles

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

Accidents

Every accident which results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the teacher responsible for the student either as teacher, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the teacher, the teacher is also responsible for making a report.

Workers Compensation

Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

Section 16 Crisis Response Team

People in crisis often experience anxiety, feelings of vulnerability and difficulty. Events such as the death of a teacher or student, natural or accidental disasters, and real or threatened violence may produce a crisis for students and faculty alike. The need to cope effectively is necessary. The purpose of the Lakeview Community Schools Crisis Response team is to evaluate crisis situations and plan intervention strategies. Guidelines are written to help address these concerns and to establish procedures for situations.

Article 8 – STATE AND FEDERAL PROGRAMS

Section 1 Notice of Nondiscrimination (402.01)

Equal Opportunity Employment

The Lakeview Community School District shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. Employees will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually. The board shall appoint an employee to serve as non-discrimination compliance coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Nebraska Department of Education for the position for which they apply. In employing individuals, the district will not discriminate in any aspect of employment with regard to race, color, religion, national or ethnic origin, sex, disability, age, marital status, genetic background, veteran status, pregnancy, or childbirth or related medical condition.

Advertisements and notices for vacancies within the district shall contain the following statement: "The Lakeview Community School District is an equal opportunity employer (EOE)." The statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, shall be directed to:

Title: Superintendent of Schools
Address: 3744 83rd Street, Columbus, NE 68601
Telephone No.: 402-564-8518

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0599, or by email to OCR.KansasCity@ed.gov, or to the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th floor, P.O. Box 94394, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112.

This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and procedures for filing a complaint are available at the website of the Nebraska Equal Opportunity Commission, <http://www.neoc.ne.gov/comp/comp.htm>.

Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the EEOC is:

The U.S. Equal Employment Opportunity Commission (EEOC)
Gateway Tower II
400 State Avenue, Suite 905
Kansas City, KS 66101
(800) 669-4000; TTY: (800) 669-6820; Fax (913) 551-6957

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix “D” to this handbook.

Section 2 Designation of Coordinators

Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Jason Cline, Superintendent, Lakeview Community Schools, 3744 83rd Street, Columbus, NE 68601 (402-564-8518).

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Miranda Hellbusch
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent

Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent
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Section 3 Anti-discrimination & Harassment Policy (404.06)

Harassment of employees, students, volunteers or visitors will not be tolerated in the school district. School district includes school district facilities, school district property, or property within the jurisdiction of the school district; while on school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district.

Harassment includes, but is not limited to, race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, or other prohibited status. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, education, or participation in school programs or activities;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting such individual's employment or education; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or learning environment.

Sexual harassment as set out above, may include, but is not limited to the following:

- verbal or written harassment or abuse, or unwelcome communication implying sexual motives or intentions;
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;
- unwelcome touching;
- unwelcome and offensive public sexual display of affection;
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

Harassment on the basis of race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, or other prohibited status

means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs, activities or employment;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- verbal, physical or written harassment or abuse;
- repeated remarks of a demeaning nature;
- implied or explicit threats concerning one's grades, achievements, etc.;
- demeaning jokes, stories, or activities directed at an individual.

Employees, students, volunteers or visitors who believe they have suffered harassment shall report such matters to the investigator for harassment complaints. However, claims regarding harassment may also be reported to the alternate investigator for harassment complaints.

The Board designates the following individual to serve as the District's Title IX Coordinator and may or may not have the same person serve as Compliance Coordinator:

Title: __Miranda Hellbusch__

Office address: __16786 280th Street, Columbus NE 68601__

Email: __mhellbusch@lakeview.esu7.org__

Phone number: __402-564-8008__

Upon receiving a complaint, the investigator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the investigator to promptly and reasonably investigate claims of harassment and to pass the findings on to the superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. It is the intention of the district to complete its investigation within ten (10) working days after receiving a complaint unless extenuating circumstances such as unavailability of a witness or needing additional time because of the complexity of the investigation or the need to involve outside experts. The extended timeframe for investigation due to extenuating circumstances shall not exceed ten (10) days without the consent of the complainant, unless the alleged victim agrees to a longer time limit. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

No one shall retaliate against an employee or student because they have filed a harassment complaint, assisted or participated in a harassment investigation, proceeding, or hearing regarding a harassment charge or because they have opposed language or conduct that violates this policy. This

policy should be used when an employee is the alleged harasser or the alleged victim. It is strongly recommended the investigator and alternate investigator be of opposite sexes.

It shall also be the responsibility of the superintendent, in conjunction with the investigator and principals, to develop administrative rules regarding this policy. The superintendent or superintendent's designee shall also be responsible for organizing training programs to educate employees, students and others involved with the school district about harassment and the school district's policy prohibiting harassment. The training shall include how to recognize harassment and what to do in case an individual is harassed. The employee training will be documented in personnel files to ensure a record of training for each employee.

Section 4 Grievance Procedure for Persons with a Disability

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
6. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third

person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).

7. A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

Section 5 Confidentiality of Student Records (FERPA) (507.01)

Student Records Access

The board recognizes the importance of maintaining student records and preserving their confidentiality. Student records shall be maintained so as to separate academic and disciplinary matters. Student records may be maintained in the central administration office or administrative office of the student's attendance center. This policy does not apply to student directory information.

The following records shall be maintained as permanent records of the student:

- The student's social security number;
- The record of dates of attendance;
- Highest grade level completed;
- A transcript of classes taken with grades and credits received;
- The records of inoculations and health examinations which are given to the class or student body as a whole;
- The record of participation in extracurricular school activities and sports;
- The signatures of people who are required to sign for access to student records and the statement of purpose for such access;
- The student's or student's parents' written consent of release of student records.

All other student records shall be removed and destroyed after a student's continuous absence from the school for three (3) years. Any student, his or her parents/guardians, teachers, counselors or school administrators shall have access to the student's records during the regular business hours of the district. In addition, authorized representatives of the State or Federal government, and state educational authorities connected with the enforcement of requirements of certain educational programs as prescribed by law shall have access to student records within the limitations of state statutes. No one else shall have access to the records and the records shall not be divulged to any person.

The superintendent shall establish reasonable fees for providing copies of the student's records to a parent or guardian. No fees shall be charged for the right to inspect and review the records.

The Family Educational Rights and Privacy Act (FERPA) gives parents and family members and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records

in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

Section 6 Disclosure of Student Information to Military Recruiters and Colleges (507.02E1)

Authorization for Releasing Student Directory Information

The Lakeview Community School District has adopted a policy designed to assure parents and students the full implementation, protection and enjoyment of their rights under the Family Educational Rights and Privacy Act of 1974. A copy of the school district's policy is available for review in the office of the principal of all of our schools.

This law requires the school district to designate as "directory information" any personally identifiable information taken from a student's educational records prior to making such information available to the public.

Even though student addresses and telephone numbers are not considered directory information, military recruiters and post-secondary educational institutions may legally access this information without prior parental consent. Parents not wanting military recruiters and post-secondary institutions to access the information must ask the school district to withhold the information.

The school district has designated the following information as directory information: (student's name address and telephone numbers; date and place of birth; email address, grade level, enrollment status, major field of study; participation in officially recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees and awards received; and the most recent previous educational institution attended by the student; photograph and other likeness and other similar information. You have the right to refuse the designation of any or all of the categories of personally identifiable information as directory information with respect to your student provided that you notify the school district in writing not later than September 1st of the current school year. If you desire to make such a refusal, please complete and return the slip attached to this notice.

If you have no objection to the use of student information, you do not need to take any action.

Federal law requires the District to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and family members and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written consent. Employees are expected to follow these requirements.

Section 7 Disclosure of Staff Qualifications

At the beginning of each school year, upon the request of a parent, if the District receives Title I funding, the District will notify the parents of information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:

1. Whether the student's teacher –
 - a. has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - b. is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - c. is teaching in the field of discipline of the certification of the teacher.
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Section 8 Student Privacy Protection

Federal law requires the District to protect the privacy of students. Further information about student privacy and the District's policies with regard to student privacy are found in Board policy and in the student handbook. In general, employees are expected to comply with these provisions of the ESSA and related Board policy, as follows:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys which involve "sensitive" matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents and family members the opportunity, in advance, to "opt-out" their child from the survey. Sensitive matters include:
 - a) Political affiliations or beliefs of the student or the student's parent;
 - b) Mental or psychological problems of the student or the student's parent;
 - c) Sex behavior or attitudes;
 - d) Illegal, anti-social, self-incriminating or demeaning behavior;
 - e) Critical appraisals of other individuals with whom the student has close family relationships;
 - f) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - g) Religious practices, affiliations, or beliefs of the students or the student's parent;
 - h) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
3. Instructional materials—permit parents and family members upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term "instructional materials" does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a

request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.

4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information – the District policy is to not gather such information for such purposes.

Mental Health Assessment or Service

The District shall obtain informed consent from the parent of each child who is under 18 years of age to participate in any mental-health assessment or service that is funded under the Every Student Succeeds Act (“ESSA”). Before obtaining the consent, the District shall provide the parent written notice describing in detail such mental health assessment or service, including the purpose for such assessment or service, the provider of such assessment or service, when such assessment or service will begin, and how long such assessment or service may last.

Section 9 Parental and Family Involvement

General - Parental/Community Involvement in Schools

The District’s policy is to welcome parental and family involvement in the education of their children. As a part of this policy, employees are expected to:

1. provide parents and family members timely information about their child’s progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student’s academic and behavioral needs;
2. make textbooks, completed tests and other curriculum materials available for review by parents and family members upon request;
3. permit parents and family members access to their child’s records according to law and school policy;
4. encourage parents and family members to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;
5. assure that testing occurs to assure proper measurement of each child’s educational progress and achievement;
6. permit parents and family members to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
7. notify parents and family members of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents and family members to opt-out of such surveys in accordance with District policy and law; and
8. encourage parents and family members to express their concerns, share their ideas and advocate for their child’s education.

TITLE 1 PARENT AND FAMILY MEMBER ENGAGEMENT (1005.12)

The district commits to meeting all requirements of the No Child Left Behind Act of 2001 including Every Student Succeeds Act (ESSA) amendments as they apply to all Title 1 programs conducted within the District. For the purpose of this policy “parents and family members” means “parents and persons in a parental relation to the student.” This Policy will be distributed to all parents annually, in a language that parents can understand. The written District parent and family engagement policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

1. Parents and family members of all students are welcomed and encouraged to become involved with their child’s school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
2. Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
3. Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
4. Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
5. Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children’s academic achievement in a format, and when feasible, in a language the parents and family members can understand.
6. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
7. Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children. The written District Parent and Family Engagement Policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and

the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

The District has a separate policy established pursuant to federal law relating to parental and family engagement applicable to parents and family members of children enrolled in Title I programs. The

policy requires that parents and family members of Title I children have been given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring–

1. that parents and family members play an integral role in assisting their child’s learning;
2. that parents and family members are encouraged to be actively involved in their child’s education at school;
3. that parents and family members are full partners in their child’s education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and
4. the carrying out of other activities, such as those described in the parental and family engagement policy. Employees are expected to comply with the Title I parental and family engagement policy.

Section 10 Homeless Students (503.09)

Homeless Children and Youth

A homeless child or youth is defined as one who lacks a fixed, regular, and adequate nighttime residence. The term includes –

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals.
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children (as defined in section 1309 of the ESSA of 1965, as amended), who qualify as homeless because they are living in circumstances described in this definition.

This definition includes both youth who are unaccompanied by families and those who are homeless with their families. The district will comply with state and federal law as it relates to homeless children or youth.

Assurances

1. The district adopts these policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.
2. The district will designate an appropriate staff person as the Local Educational Liaison (LEL) for homeless children and youths, to carry out the duties in compliance with state and federal law.
3. The district adopts these policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin. The “school of origin” means the school that

the child or youth attended when permanently housed or the school in which the child or youth was last enrolled. This will be done in accordance with the following, as applicable:

If the homeless child or youth continues to live in the district in which the school of origin is located, the child's or youth's transportation to and from the school of origin shall be provided or arranged by that district.

If the homeless child's or youth's living arrangements in the district served by the school of origin terminate and the child or youth, though continuing his or her education in the school of origin, begins living in an area served by another district, the school of origin and the local district in which the homeless child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the two districts are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.

Section 11 Breakfast and Lunch Programs (802.01)

School Food Program

The school district will operate a school lunch program in each attendance center. The school food program services will include hot lunches through participation in the National School Lunch Program and supplementary foods for students during the school day. Students may bring their lunches from home and purchase milk or juice and other incidental items.

School food service facilities are provided to serve students and employees when school is in session and during school-related activities. They may also be used under the supervision of the director of food services for food service to employee groups, parent- teacher meetings, civic organizations meeting for the purpose of better understanding the schools, and senior citizens in accordance with board policy.

The school food program is operated on a nonprofit basis. The revenues of the school food program will be used only for paying the regular operating costs of the school food program. Supplies of the school food program shall only be used for the school food program.

The board will set, and periodically review, the prices for school lunches and special milk programs. It shall be the responsibility of the superintendent to make a recommendation regarding the prices of school lunch and milk.

It shall be the responsibility of the director of food services to administer the program and to cooperate with the superintendent and head cook for the proper functioning of the school food program.

The District participates in the National School Lunch Program. Teachers are expected to keep information about the participation of students in the program confidential.

Section 12 Confidentiality of Protected Health Information (404.10)

Disclosure and Protection of Employee Health Information

The district will comply with all regulations regarding privacy and confidentiality of employee health and insurance information, including the secure interchange and storage of electronic data. The superintendent is directed to promulgate administrative regulations as needed to ensure proper handling of such information.

Employees will be provided with a notice describing the district's practices regarding health information. Employees shall have the right to inspect, copy or amend such information or to revoke authorization to disclose such information. Revocation of authorization may affect the availability of some employee benefits.

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

Lakeview Community Schools

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of **Lakeview Community School District** understand and agree to these rules of conduct for use of the e-mail and Internet systems of the school district, the **Lakeview Community School District** asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the **Lakeview Community School District**, and I understand and will abide by those district guidelines and conditions for the use of the facilities of **Lakeview Community School District** and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the **Lakeview Community School District**, any of its employees, or any institution providing network access to **Lakeview Community Schools** responsible for the performance of the system or the content of any material accessed through it.

Employee's Name: _____

Employee's Signature: _____

Date: _____

This form will be retained on file by authorized
faculty designee for duration of applicable
computer/network/Internet use.

Lakeview Community Schools

Statement of Confidentiality

As an employee of the Lakeview Community School District, I the undersigned, recognize that any information and documents I review in the course of meeting my job requirements are to remain in the strictest confidence. **NO** information may be released or discussed except as necessary for fulfillment of my job responsibilities. I also understand that the release of information not routinely granted must be directly approved by my supervisor. I am aware that any non-approved release of confidential information will be reported directly to my supervisor.

Employee Signature

Date

RECEIPT OF 2023-2024 TEACHER HANDBOOK OF LAKEVIEW COMMUNITY SCHOOLS

This signed receipt acknowledges receipt of the 2023-2024 Teacher Handbook of Lakeview Community Schools. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Date: _____

Teacher's Signature

Return to:

Jason Cline, Superintendent
Lakeview Community Schools
3744 83rd Street
Columbus, NE 68601
402-564-8518
jcline@lakeview.esu7.org

LAKEVIEW COMMUNITY SCHOOLS

2023-2024 School Year

All staff desiring to park their vehicle on school property should register all vehicles you may drive to school.

Please Register Your License Plate #s for the Staff Parking Lot

Employee Name: _____

License Plate # _____

License Plate # _____

License Plate # _____

Appendix A

Model General Notice of COBRA Continuation Coverage Rights

(For use by single-employer group health plans)

**** Continuation Coverage Rights Under COBRA****

Introduction

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage [*choose and enter appropriate information: must pay or are not required to pay*] for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;

- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

[If the Plan provides retiree health coverage, add the following paragraph:]

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to *[enter name of employer sponsoring the plan]*, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, *[add if Plan provides retiree health coverage: commencement of a proceeding in bankruptcy with respect to the employer,]* or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days *[or enter longer period permitted under the terms of the Plan]* after the qualifying event occurs. You must provide this notice to: *[Enter name of appropriate party]*. *[Add description of any additional Plan procedures for this notice, including a description of any required information or documentation.]*

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA

continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. *[Add description of any additional Plan procedures for this notice, including a description of any required information or documentation, the name of the appropriate party to whom notice must be sent, and the time period for giving notice.]*

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to

the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Appendix B

EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY

At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

TIP CREDIT

Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

PUMP AT WORK

The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for their nursing child for one year after the child's birth each time the employee needs to express breast milk. Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

ENFORCEMENT

The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions. Certain narrow exemptions also apply to the pump at work requirements.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
www.dol.gov/agencies/whd



WH1588 REV 04/13

Appendix C

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer;
- You have worked for your employer at least 12 months;
- You have at least 1,250 hours of service for your employer during the 12 months before your leave; and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year;
- You work for an elementary or public or private secondary school; or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave;
- Give notice at least 30 days before your need for FMLA leave; or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason;
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave; and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities; and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME



Appendix D

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

Appendix E

Lakeview Community Schools 2023-24 Calendar

July 2023 S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	August July 31 7th Grade Orientation Aug 1 8th Grade Orientation Aug 2 New Teacher Orientation Aug 10, 11, 14 & 15 Pre-Service Days Aug 16 K-8 Dismiss @ 11:30 7-8 Dismiss @ 11:30 9-12 Grades (12:00-3:30PM) Aug 23 Early Dismissal/Collaboration Day	January 2024 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
August 2023 S M T W T F S 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	September Sept 4 Labor Day (No School) Sept 13 Early Dismissal/Collaboration Day Sept 20 K-12 Dismissal @ 1:30PM K-12 P/T Conference 4:00-8:00PM Sept 21 K-12 Dismiss @ 12:00PM K-12 P/T Conferences 2:00-7:00PM Sept 22 Vacation Day (No School) Sept 27 Early Dismissal/Collaboration Day	February 2024 S M T W T F S 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29
September 2023 S M T W T F S 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	October Oct 11 Early Dismissal/Collaboration Day Oct 13 End of 1st Quarter Oct 16 In-Service/Work Day (No School) Oct 17 Start of 2nd Quarter Oct 25 Early Dismissal/Collaboration Day Oct 30 PD (No School)	March 2024 S M T W T F S 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
October 2023 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	November Nov 8 Early Dismissal/Collaboration Day Nov 22-24 Thanksgiving Vacation (No School) December Dec 1 7-12 Dismiss @ 12:00PM for Wrestling Dec 13 Early Dismissal/Collaboration Day Dec 22 End of 2nd Quarter/1st Semester 7-12 Dismiss at 1:30PM K-8 (No School) - Teacher In-Service/Work Day Dec 23-31 Winter Break (No School)	April 2024 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
November 2023 S M T W T F S 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	January Jan 1 Winter Break (No School) Jan 2 In-Service/Work Day (No School) Jan 3 Start of 3rd Quarter K-12 Jan 10 Early Dismissal/Collaboration Day Jan 15 PD (No School) Jan 24 Early Dismissal/Collaboration Day	May 2024 S M T W T F S 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
December 2023 S M T W T F S 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	February Feb 6 K-12 Dismiss @ 1:30PM K-12 P/T Conferences 4:00-8:00 Dismiss at 12:00PM Feb 9 Early Dismissal/Collaboration Day Feb 14 Mid-Winter Break (No School) Feb 16 Early Dismissal/Collaboration Day	June 2024 S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
Student Day Counts Elem JH HS Ctr. Days Days Days Total Days 1 41 41 41 Elem JH HS 2 44 45 45 85 86 88 3 44 44 44 87 87 88 4 43 43 44 129 129 129	March Mar 6 Early Dismissal/Collaboration Day End of 3rd Quarter Mar 7 & 8 End of Quarter Break (No School) Mar 11 Teacher Inservice/Work Day Mar 12 Start of 4th Quarter Mar 13 Early Dismissal/Collaboration Day Mar 27 Early Dismissal/Collaboration Day Mar 28 Teacher Inservice (Snow Day #2) Mar 29 Spring Break (No School)	Major Holidays Labor Day - September 4th Thanksgiving - November 23rd Easter - March 31st Memorial Day - May 27th ***3 Built in Snow Days for Teaching Staff
Vacation (No School) Early Dismissal	April Apr 1 Spring Break (No School) Apr 10 Early Dismissal/Collaboration Day Apr 23 7-12 12:00PM Dismissal - Track Meet Apr 24 Early Dismissal/Collaboration Day Apr 26 Vacation Day (No School) May May 8 Early Dismissal/Collaboration Day Seniors Last Day May 15 K-8 Last Day of Classes (Dismiss at 11:30AM) May 16 End of 4th Quarter/2nd Semester Dismiss at 12:00PM May 17 In-Service/Work Day May 20 Curriculum Day (Snow Day #3)	 Parent Teacher Conferences First & Last Day of Ctr.