



# LAKEVIEW COMMUNITY SCHOOLS

2023-2024

## CLASSIFIED HANDBOOK

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## FOREWORD

## **Section1      Intent of Handbook**

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

References in this handbook to "classified employees" are intended to apply to all staff who are not required by their position to hold a teaching or administrative certificate.

Each classified employee 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 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 adopted after this handbook, will control.

This handbook does not create a "contract" of employment. Classified employee positions and assignments 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 District seeks to satisfy this mission 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 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.
- Providing 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.

#### **Section 4     Directory**

An updated staff directory can be found on the school website at [www.lakeview.esu7.org](http://www.lakeview.esu7.org)

### **Article 1 – SCHOOL CALENDAR AND SCHEDULES**

## **Section 1     School Calendar**

The school calendar is found at Appendix "E."

## **Section 2     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.

## **Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS**

### **Section 1 Support Staff Defined (412.01)**

Support staff are employees who are not administrators or employees in positions which require a Nebraska Department of Education teaching certificate and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Support staff shall include, but not be limited to, teacher and classroom aides, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time. Full-time school nurses are often included at the board's discretion as certificated staff. It shall be the responsibility of the superintendent to establish job specifications and job descriptions for support staff positions. Job descriptions may be approved by the board. Support staff required to hold a license for their position must present evidence of their current license to the building principal prior to payment of wages each year.

### **Section 2 Employment (412.03)**

#### **SUPPORT STAFF CONTRACTS**

The board may enter into written contracts with support staff employed on a regular basis. The contract will state the terms of employment. Each contract shall include a fourteen-day cancellation clause. Either the employee or the board must give notice of the intent to cancel the contract at the end of thirty days. This notice will not be required when the employee is terminated during a probationary period or for cause. Support staff shall receive a job description stating the specific performance responsibilities of their position.

It shall be the responsibility of the superintendent to draw up and process the support staff contracts and present them to the board for approval. The contracts, after being signed by the board president, shall be filed with the board secretary.

All non-certificated employees and non-certificated assignments shall be employed on an "at will" basis. Non-certificated employees shall have no property rights in continued employment and need not be accorded a hearing or any other procedural of substantiate due process, prior to termination of their employment. Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the appraisal process or program for non-certificated employees shall or is any way be construed to be contrary to the "at will" employment of non-certificated employees. No administrator or other employee of the school district has any authority

to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

### **Section 3     Assignments (412.05)**

Determining the assignment of each support staff is the responsibility of the superintendent and within the sole discretion of the board. In making such assignments each year the superintendent shall consider the qualifications of each support staff and the needs of the school district.

It shall be the responsibility of the superintendent to assign support staff and report such assignments to the board.

The duties to be performed are subject to assignment by the administration and your supervisor. Job descriptions, where available, may provide additional information about the position duties.

Employees are expected to devote full time during duty time to their work and to diligently and faithfully perform the assigned duties to the best of the employee's ability.

### **Section 4     Personnel File**

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

### **Section 5     Grievances and Complaints**

Employee grievances or complaints shall be addressed through the administrative chain of command including the process set forth in board policy or this handbook.

### **Section 6     Compensation (413.01)**

The board shall determine the compensation to be paid for the support staff positions, keeping in mind the education and experience of the support staff member, the educational philosophy of the school district, the financial condition of the school district and any other considerations as deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board annually regarding the compensation of support staff.

Compensation - Compensation is paid only as authorized by the Board of Education.

Payroll - Hourly wages are paid the month following hours worked. Wages are paid on the 20th of the month, or the last preceding school day, if the 20th falls on a holiday or weekend. In emergency cases exceptions may be made, subject to the approval of the

Board. Upon separation of employment, or upon fulfillment of the contract, employees may, at the option of the Board, be paid all salary due in one lump sum.

#### **Section 7      Benefits (413.03)**

Support staff may be eligible for group insurance benefits as determined by the board and required by law. The board shall select the group insurance program and the insurance company which will provide the program.

Support staff who work a minimum of 30 hours per week and 9 months per year shall be eligible to participate in the health group insurance plan. Regular part-time support staff who wish to purchase insurance coverage may participate in group insurance programs by meeting the requirements of the insurer. Regular support staff who wish to purchase insurance coverage for their spouse or dependents may do so by meeting the requirements of the insurer.

This policy statement does not guarantee a certain level of benefits. The board shall have the authority and right to change or eliminate group insurance programs for its support staff.

Classified employees are provided benefits in accordance with their employment contract and Board policy. Annual fringe benefit elections are to be made by September 1 of each school year. Should an employee fail to make such election, the employee election from the immediately preceding school and contract year shall be continued. Employees are responsible for informing the Superintendent's Office 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 incorporated into 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 (413.05)**

The board authorizes the administration to make a payroll deduction for support staff tax sheltered annuity premiums purchased from any company the employee chooses or through a Nebraska-licensed salesperson selected by the employee.

Support staff wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

Payroll deductions are made in accordance with law and elections made by employees.

### **Section 9     Expense Reimbursement**

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regularly scheduled working hours between two or more work sites. Employees shall receive approval from their supervisor before incurring any mileage. Claims for reimbursement should be submitted to the employee's immediate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. A request for reimbursement shall be accurate. Any employee who falsifies a reimbursement request may be terminated from employment.

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Superintendent or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school purpose.

Reimbursable mileage or other reimbursement expenses will be considered separate from compensation and be paid at the next monthly board meeting after sufficient support documentation is provided.

Necessary materials and supplies are provided by the District. If an employee needs additional materials for performance of duties, the request should be made to the Superintendent. Employees who purchase materials or supplies without advance approval may not be reimbursed.

Reimbursement for meals or other expenses related to District-required travel must be submitted to and approved by either the Superintendent or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school purpose.

### **Section 10     403(b) Salary Reduction Agreements**

The District will cooperate with any employee who chooses to participate in an investment program under Internal Revenue Code Section 403(b) that has been approved by the Board of Education.

### **Section 11 Overtime (413.02)**

Each non-exempt employee compensated on an hour-by-hour basis, whether full-or part-time, permanent or temporary, will be paid no less than the prevailing minimum wage. Whenever a non-exempt employee must work more than forty hours in a given work week, the employee shall be compensated at one and one-half times their regular hourly wage rate. This compensation shall be in the form of overtime pay or compensatory time. Overtime will not be permitted without prior authorization of the superintendent.

Each non-exempt employee paid on an hour-by-hour basis must complete, sign, and turn in a daily time record showing the actual number of hours worked. Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.

It is the responsibility of the superintendent or designee to maintain wage records.

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government which provides more information about the FLSA is attached as Appendix "D" to this handbook.

Classified employees may be classified as either "exempt" or "non-exempt" for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime. Those who are "non-exempt" are eligible for overtime.

The regular workweek for overtime purposes is from 12:00 a.m. on Sunday through 11:59 p.m. on Saturday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Employees will be expected to accurately report hours worked. Falsification of time cards is a serious offense.

Non-exempt employees must receive prior approval from the Superintendent to work additional hours beyond their regular work schedule. Non-exempt employees will be paid for each hour worked in excess of 40 hours in a workweek and are expected to accurately and timely report overtime hours to their supervisor.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40-hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay

based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the overtime exemption to be applicable. An employee who feels an improper deduction affecting exemption status has occurred shall submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

The Superintendent or Superintendent's designee may suspend an employee with or without pay for the employee's violation of District policy or rules. Such suspensions and deductions (when applicable) will be made pursuant to law.

#### **Section 12 Support Staff Resignation (414.01)**

Support staff who wish to resign during the school year shall give the board notice of their intent to resign and to cancel their contract 14 days prior to their last working day. Notice of the intent to resign and intended final date of employment shall be in writing to the superintendent.

Please meet with the payroll office prior to your last day of employment.

#### **Section 13 Support Staff Retirement (414.02)**

Support staff who will complete their current contract with the board may apply for retirement. No support staff members will be required to retire at any specific age. Application for retirement will be considered made when the support staff member states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board if applicable, the employee's intent to retire. Board action to approve a support staff member's application for retirement shall be final, and such action constitutes termination of the employee's contract effective the day of the employee's retirement. Support staff members and their spouse and

dependents who have group insurance coverage through the school district may be allowed to continue coverage of the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Please meet with the payroll office prior to your last day of employment.

#### **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     Absence Procedures**

Requesting Leave. Leave requests should be made as soon as practicable under the circumstances. An employee who wants to use available leave is to submit a Request for Leave form to the employee's supervisor. The request is to be submitted at least 5 duty days prior to the leave. The supervisor may require that more advance notice be given depending on the nature of the employee's duties or the need to schedule a substitute.

Giving Notice of Unscheduled Absences. An employee who is unable to request advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. To report the need to take a sick or bereavement leave, employees are to contact the substitute coordinator, supervisor, or building principal before 7:00 AM. Before the end of the day on the first day of the absence, and on each subsequent day of absence, the employee is to report to the substitute coordinator, supervisor, or building principal before 7:00 AM whether the employee will be able to return to work on the next duty day. For sick or bereavement leaves occurring in circumstances where the need for the leave can be determined in advance, the employee is to make a report of the need to take the leave as soon as possible.

### Returning from Absences

1. *Justification for Absences Taken Without Prior Approval.* If an employee is absent without advance approval either: (1) the day immediately preceding or immediately following a regularly scheduled school break (such as winter break, spring break, and quarter or semester breaks) or (2) during the first two weeks or the last two weeks of school (student contact days), the employee will be required to give verification (for example, a doctor's note) to establish that the employee was unable to work for an excusable condition or excusable reason.
2. *Establishing Fitness for Duty.* Employees must present a written statement from their physician or health care provider to their supervisor when absent for any period of time because of injury requiring care from a physician or health care provider, or absent from work for 10 days or more due to a personal health condition. The statement is to clearly verify that the employee is mentally and physically able to return to duty. This statement is to be presented in person to the employee's supervisor before the employee returns to duty in order that the readiness to perform work can be observed and discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor

and to request a meeting with the Americans with Disabilities Act (ADA) Coordinator to discuss the provision of reasonable accommodations. The District will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

## **Section 2 Support Staff Vacations, Holidays and Personal Leave (415.01)**

The board shall determine the amount of vacation, holidays and personal leave that will be allowed on an annual basis for Support Staff. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the employee has for the following contract year, such that the total vacation days at the beginning of each year match the days indicated on the following table. Twelve month employed support staff will receive vacation according to the following table:

Year 1	5	Days Prorated
Year 2-4	10	Days Prorated
Year 5-20	15	Days Prorated
Year 21	16	Days Prorated
Year 22	17	Days Prorated
Year 23	18	Days Prorated
Year 24	19	Days Prorated
Year 25 & +	20	Days Prorated

Support staff personnel, who leave prior to the end of their contract, will receive their prorated share of vacation for the year. If they have already used their vacation days for that year, they will have their salary reduced by the number of unearned vacation days already used. The vacation may be taken any time during the year when the vacation will not disrupt the school district operations. The employee must submit a vacation request at least 10 days prior to the start date to the superintendent, who shall be responsible for determining whether the request will disrupt the school district operation.

Nine-month employees working 30 hours or more per week will receive 5 paid holidays: Labor Day, Thanksgiving, Christmas, New Year's Day and Good Friday.

Support staff, who work twelve (12) months a year, will be allowed nine (9) paid holidays, if the holidays fall on a regular working day. The nine (9) holidays shall be

New Year's Eve (1/2 day), New Year's Day, Easter Monday or Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve (1/2 day), and Christmas Day. Holidays that fall on a weekend (New Year's Day, July 4 & Christmas Day) will be granted on a workday selected by the superintendent.

Nine-month employees working 30 hours or more per week will receive 1 day of personal leave.

Full time regular support staff members, who work 12 months a year, will be allowed a maximum of 2 personal days per contract year. This will be prorated as one day per 6 months of work.

The personal days are to accomplish personal business that cannot be conducted outside the workday. The employee must submit a personal day request at least 2 days prior to the day requested to the superintendent, who shall be responsible for determining whether the request will disrupt the school district operation. This leave may be denied if it falls on the day before or the day after a holiday or vacation, it falls on a special day when services would be necessary, it would cause undue interruption to the education program or to a program demanding the employee's services to the department, or other reasons deemed relevant by the superintendent. Personal days shall not be accrued from year to year without a prior arrangement with the superintendent.

Twelve month employees are considered to be those that are scheduled to work for twelve consecutive months as a condition of the duties for their position. Nine month employees are considered to be those that are scheduled to work for nine consecutive months as a condition of the duties for their position. Nine month employees may be hired as summer employees but this scenario will be considered two separate employee positions. Under this scenario, employees will be provided nine month benefits.

Support staff will be paid only for the hours they would have been scheduled for the day.

### **Section 3      Paid Leave - Sick and Personal Leaves (415.02)**

Support staff shall be granted ten (10) days (12-month employee) and five (5) days (9-month employee working 30 hours or more per week) of sick leave in their first year of employment. "Day" is defined as the hours the employee is contracted to work for the year. 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. Sick leave may be accumulated up to a

maximum of 60 days for twelve (12) month classified employees and 30 days for nine (9) month classified employees.

Sick leave may be used for the employee illness or for any member of the immediate family. The immediate family includes husband, wife, child, mother, father, sister, brother, mother/father-in-law, brother/sister-in-law, grandparents, son/daughter-in-law, stepchild, stepmother, stepfather, stepbrother, stepsister and grandchild. Should the personal illness occur after or extend beyond the accumulated sick leave, the employee may request a leave of absence without pay. Evidence may be required regarding the mental or physical health of the employee including, but not limited to, confirmation of the following: 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 and 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 board policy regarding family and medical leave. If an employee is eligible to receive workers' compensation benefits, the employee shall contact the superintendent to implement these benefits.

Employees are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with their employment contract and board policy. Hours paid for leave days will be equal to the regularly scheduled workday hours not to exceed the employee's normal hourly schedule. During such paid leaves, employees continue to receive their salary and fringe benefits.

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

Employees are to use sick leave when unable to work due to illness. Activities other than caring for their own health or that of an immediate family member reflect an abuse of sick leave.

Twelve month employees are considered to be those that are scheduled to work for twelve consecutive months as a condition of the duties for their position. Nine month employees are considered to be those that are scheduled to work for nine consecutive months as a condition of the duties for their position. Nine month employees may be hired as summer employees but this scenario will be considered two separate employee positions. Under this scenario, employees will be provided nine month benefits.

#### **Section 4     Bereavement Leave (415.04)**

In the event of a death of a member of a support staff member's immediate family, bereavement leave may be granted. Bereavement leave granted may be for a maximum of 5 days for 12-month support staff and 2 days for 9-month support staff, with "day" being defined as one work day regardless of full-time or part-time status of the employee, per occurrence, for the death of a member of the immediate family. The immediate family includes child, spouse, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent of the employee.

It shall be within the discretion of the superintendent to determine the number of bereavement leave days to be granted for the death of a close friend or other relative not listed above.

Bereavement leave is to be used for purposes of addressing issues related to the death and to attend funeral services. Additional bereavement leave may be granted by the Superintendent as needed. Such additional days would come from sick leave. The taking of a bereavement leave without attending funeral services would be an abuse of bereavement leave, except in the case of the death of the employee's parent, child or spouse, where grief would be expected to impair the employee's ability to function at work.

#### **Section 5 Payroll Deductions for Absences in Excess of Paid Leave**

Should an employee be absent from work in excess of the employee's paid leave, the employee'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 year as the denominator.

#### **Section 6 Leaves of Absence (415.08)**

Unpaid leave may be used to excuse an involuntary absence not provided for in other leave policies. Unpaid leave for support staff 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, the financial condition of the school district, length of service, previous record of absence, the reason for the requested absence and other factors the superintendent believes are relevant in 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, classified employees shall make a written request for unpaid leave 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.

### **Section 7     Unpaid Leaves**

The District complies with all laws that require leaves to be allowed, such as for FMLA leaves, military service and jury duty. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave except as may be required by law. The employee's salary may be subject to reduction for the day or days of work missed.

### **Section 8     Jury Duty Leave (415.06)**

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.

Support staff 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 hour on any day when the employee is excused from jury duty during regular working hours.

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

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

If an employee 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 9     Family and Medical Leave (415.03)**

Unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, year is defined as a "rolling" 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.

### **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 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

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

The “leave year” for purposes of the FMLA is a “rolling” 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 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 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, an employee’s health coverage under a “group health plan” will be maintained on the same terms as if the employee 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.

An employee'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. An employee is eligible if he or she has been employed with Lakeview Community Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of the District within 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 employee 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 regimen 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. An employee 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 employee 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. An employee 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 employee must comply with the District's normal paid leave policies.

Employee Responsibilities. The employee 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 employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. The employee also must

inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. The employee 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:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- 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 poster (Appendix "B") or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627 [www.wagehour.dol.gov](http://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 10 Military and Family Military Leave (415.07)**

Same as Family and Medical Leave Policy (415.03)

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

Employees requesting to take military leave or family military leave under the Nebraska statutes must notify the Superintendent at least 14 days in advance of taking such a leave if the leave will be for 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 5 days, the employee is to notify the Superintendent of the leave request as soon as practicable. Employees are to attach a copy of their orders to a leave request form when they prepare the request for military leave.

### **Section 11    Adoption Leave**

Adoption leave will be permitted to be taken by an adoptive parent for the same time and on the same terms as an employee is permitted to take a leave of absence upon the birth of the employee'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 employee for purposes of adoption. The employee 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 employee may otherwise agree. Advance notice of an anticipated adoption shall be provided by the employee to the Superintendent as early as possible.

### **Section 12    Subpoena to Testify Leave**

An employee must promptly notify the Building Principal when the employee 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 employee 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 employee will be required to use available leave days. The Superintendent shall make the final determination as to whether a matter is personal to the employee.

### **Section 13    Voting Leave**

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours between the time of the opening and closing of the polls during which the employee 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, an employee 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 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 employee's salary or wages 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 & Meetings**

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

All hourly employees must login to a designated computer to record their starting and ending times. Each support staff member will automatically have 30 minutes deducted each day for lunch. The Business Manager or his/her designee must approve any variation from this practice.

Employees are required to attend meetings called by the administration or their supervisors, except those meetings which are designated for optional attendance.

### **Section 2 Arrival to Duty Assignments**

Classified employees' work assignments may or may not be related to the regular school day. Classified employees are expected to know their duty dates and times, and to be on time for work.

### **Section 3 Leaving School**

Employees are to be on duty at all times during the assigned work day. Employees may not leave school or their assigned area during duty hours without approval of the Principal. If approval is given, employees must clock out when leaving the building.

Employees who leave the school during their designated lunch period or for an approved absence must check out and check back in the office (or notify their supervisor) as well as clock in and out on the time clock.

Employees who need to leave during the school day for reason of illness or emergency are to make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

### **Section 4 School Procedures**

Employees are expected to adhere to the following school procedures in the performance of their duties:

Use of Cell Phones. Employees are not to use personal cell phones for any purpose during duty time except as authorized.

Employees are not to use cell phones or otherwise engage in distracted driving while transporting students or using student vehicles. 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. Employees 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 are to be utilized by all occupants.

Checking Out of Equipment. All equipment must be checked out through the Superintendent or Building Principal's office. School equipment may be used only for school purposes. School equipment and other resources may be used for personal purposes only as authorized by Board policy and Superintendent's approval.

Requisition of Equipment and Supplies. Books and supplies which are needed for instruction should be requested through the Superintendent's office. Employees shall not make purchases on behalf of the District without prior approval of the Superintendent.

E-mail. Employees may be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Employees must 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.

Employee Mail Box. Employees may be assigned a mailbox. Employees should check for mail upon arrival, in the course of the work day, if possible, and upon departure. If something requires an answer employees are responsible for responding promptly.

## **Section 5     Supervision of Students**

Proper supervision of students is necessary. Employees responsible for student supervision are expected to meet the four "P's" for student supervision and safety. All employees of the school should be familiar with these principles; to the extent they may be involved in supervision of students or interacting with students.

### **1.     Proper Supervision**

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave the students unattended; the need to make a copy is not greater than the need to supervise the students. If an emergency requires that an employee leave students, request that another nearby staff member provide supervision for the students, or notify the office so someone can provide assistance. If the employee is on recess duty, the employee's responsibility is to

supervise the students in the assigned area. When talking with other adults or students, remember that the employee's primary duty is supervision and the employee is to be aware of what all students are doing.

- If the employee has seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, the employee'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).
- Be careful with touching students. Touching students should be limited to that necessary to protect the student. Corporal punishment is prohibited in our school 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.
- Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations.
- Be careful with language. Profanity or abusive language should not be used. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

## 2. Proper Instructions

- 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.
- 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.
- When going over safety rules with students, note it in your written records.

## 3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- 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 Warnings

- 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)

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.

#### Student Searches

The Principal must be contacted so they can be present during 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 employee to the office if the employee 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

Treat students fairly and consistently without consideration of race, color, religion, gender, or disability. Students who need reasonable special accommodations are to be given those accommodations as needed for them to participate in school and school activities. Follow IEP and 504 Plans for the students for whom you are responsible. Be attentive and respond to "bullying." Maintain the confidentiality of student records. Student record information should be shared only with other school staff with a need to know the information to perform their duties.

### **Section 6     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.

Employees are not permitted to give any medication to students unless trained under the Medication Aid Act. To ensure the proper care of our students, employees who are asked to take the medication training and administer medications shall do so.

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 are not to 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 7 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.

## **Article 5 – PERSONAL AND PROFESSIONAL CONDUCT**

### **Section 1 Ethics Standards**

The Lakeview Community School District expects its classified employees to adhere to ethics standards which are modified from those established by the Nebraska Department of Education for certificated employees. The classified school employment job ethics standards which classified employees are expected to adhere to include those set forth below.

#### *Principle I - Commitment as a School Employee:*

Employees shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the employee's contractual and personal responsibilities, the employee:

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.
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 personal decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit school 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 engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
8. Shall report to the Superintendent any known violation of paragraphs 2 or 5 above.
9. Shall seek no reprisal against any individual who has reported a violation of this rule.

*Principle II - Commitment to the Student:*

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee 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 employee:

1. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
2. Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
3. 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 classified employee bears 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 employee:

1. Shall not misrepresent an institution with which the employee is affiliated, and shall take added precautions to distinguish between the employee'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 judgment to be exercised in the course of employment.
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 the employee's position.

*Principle IV - Commitment to Classified Position Employment Practices:*

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

In fulfillment of the obligation to employment practices, the employee:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of 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 job related 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 employee is responsible.
6. Shall permit no commercial or personal exploitation of his or her employment position.
7. Shall use time on duty and leave time for the purpose for which intended.

*Competent Performance*

Employees must possess the abilities and skills necessary to accomplish the designated task.

Therefore, each employee shall:

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

Each employee shall:

1. Utilize available materials and equipment necessary to accomplish the designated task;
2. Adhere to and enforce written and dated administrative policy of the District which has been communicated to the educator;
3. Use channels of communication when interacting with educators, community agencies, and groups, in accordance with policy.

Each supervisor shall:

1. Make reasonable assignment of tasks and duties in light of individual abilities and specialties and available personnel resources.

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

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

*Management techniques:* The employee shall:

1. Resolve discipline problems in accordance with law, board policy, and administrative regulations and policies;
2. Maintain consistency in the application of policy and practice;
3. Develop and maintain positive standards of conduct.

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

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

*Personal Requirements:* Each employee within the scope of delegated authority shall:

1. Be able to engage in physical activity appropriate to the designated task except for temporary disability;
2. Be able to communicate so effectively as to accomplish the designated task;
3. Appropriately control his or her emotions;
4. Possess and demonstrate sufficient intellectual ability to perform designated tasks.

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

## **Section 2     Role Model**

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

## **Section 3     Professional Boundaries**

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of 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 employees are expected to maintain with a student:

- 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.
- Making any sexual advance – verbal, written, or physical – towards a student.
- Showing sexually inappropriate materials or objects to a student.

- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- 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.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.
- Discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.
- 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.

Employees who observe or become aware of a violation of the foregoing expectations by other employees are to report the matter to the Principal or the Superintendent.

#### **Section 4 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 5 Relationships**

It is important for employees to maintain an effective working relationship with the administration and all co-workers. Employees are also to maintain appropriate relationships with students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

## **Section 6 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 the District. 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, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, and email messages.

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

## **Section 7 Notification of Arrest, etc.**

Employees must notify Superintendent by the next business day after:

Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:

- The maximum penalty for the crime equals or exceeds six months' incarceration;
- 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;

- Conviction would impact performance of employee's job responsibilities, including offenses that:
  - Would impact the responsibility to be a role model for students or relations with other employees of the District;
  - Would impact the employee's ability to operate a motor vehicle if the employee's work duties include driving; or
  - Would impact the employee's Commercial Driver's License if the employee's job requires that the employee have a CDL.
- The arrest or the alleged criminal activity occurred while the employee was on duty, on District property, or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.

Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable.

Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position.

Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Further, employee must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current employees must give such disclosure within ten days following receipt of this handbook.

Employees 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.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, including termination.

## **Section 8     Evaluations (412.07)**

Evaluation of support staff on their skills, abilities, and competence shall be an ongoing process supervised by the superintendent. The goal of the formal evaluation of support staff shall be to maintain support staff who meet or exceed the board's standards of performance, to clarify each support staff member'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.

It shall be the responsibility of the superintendent to ensure support staff are formally evaluated annually. New and probationary support staff shall be formally evaluated at least twice a year.

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

### **Section 9     Employee Complaints or Concerns**

Employees are to inform their supervisor or the Superintendent of any complaints or concerns about the operations of the District 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 the District and a duty of all employees to share any such complaints or concerns in a responsible, professional manner such as to: (1) not disrupt the proper functioning of their duties, (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 from employees must be accurate, demonstrate sound judgment, and promote the District's mission. Employees must ensure that all applicable laws and regulations are followed by the District and its employees. In the event an employee becomes aware of any such non-compliance, the employee is to report such to the employee'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 the District.

Employees 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.

The District will not tolerate unlawful retaliation against an employee for engaging in legally protected activity. A protected activity includes an employee'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 employee may result in serious disciplinary action up to and including termination. Any employee may file a complaint with the Superintendent or appropriate Coordinator if the employee feels that they have experienced unlawful retaliation in any form.

### **Section 10   Attire**

It is important for employees 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. Employees are expected to maintain conservative and professional attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual employees should that be necessary.

### **Section 11   Outside Employment**

Employees shall not perform duties unrelated to District employment during duty hours. In addition, employees shall not engage in employment which conflicts with their school duties. Employees are not required to notify the District of outside employment except: (1) employees who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) employees who have a work-related injury in order to comply with workers' compensation requirements.

### **Section 12   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 - 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 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 an employee in the work place or on duty time shall be a violation of the drug-free workplace. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment employees 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 employee 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 employee 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;
8. An employee may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes and 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. An employee who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action;
9. An employee may possess an item which may be considered a weapon where such item is used for instructional purposes and the employee 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; and

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 an employee's personal possession or within reach (such as in the employee's vehicle), as well as in an employee's desk, locker, briefcase, backpack, or purse.

#### **Section 4 Use of District Computer Network, Internet and Social Media (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.

Employees have access to the District's computer network and the Internet for the enhancement and support of student instruction and performance of their duties. Such access is subject to the following computer acceptable use policy:

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources as made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District's technology resources is a privilege and not a right. The Superintendent or designee may develop appropriate user agreements and require that employees sign such user agreements as a condition of access to the technology resources.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.

4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters.

Incidental or de minimis personal use is not prohibited by this provision. This exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time.

The exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for personal use; or sending an e-mail related to one's own private consulting business.

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,
  1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.

4. Users shall not engage in “hacking” to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer’s memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  7. Users shall not engage in any form of vandalism of the technology resources.
  8. Employees must submit to the secretary items for posting on the District sponsored Social Media (Facebook, twitter, etc.). Sports/organizations/classes school sponsored pages are not permitted to have separate Social Media Accounts.
  9. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy or any applicable law. Without limitation, this means that technology resources may not be used:
1. To access any material contrary to the District’s Internet Safety Policy; or to create or generate any such material.
  2. To engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. To engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. To promote or tolerate violations of student conduct rules.
  5. To engage in illegal activity, such as gambling.
  6. In a manner contrary to copyright laws.
  7. In a manner contrary to software licenses.

5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters 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.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

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 the 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.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District’s computers or Internet system.

Sanctions. Violation of the policies and procedures concerning the use of the District’s technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner

of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

### **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:
  - A. All fees and/or rentals will be based upon the attached Rental Schedule. Fees may be requested in advance.
  - B. Checks or money orders shall only be made with the Lakeview Community Schools as the "Payee".
  - C. 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:

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:

- (1) 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.
- (2) Mass meetings called by public authorities other than emergency or public safety meetings.
- (3) County, state or federal government groups.
- (4) Community service groups such as hospital, fire department, etc.
- (5) Public meetings of clubs, e.g., sororities, women's clubs and other similar organizations that are community wide in scope and membership.
- (6) Community athletic groups.
- (7) Corporations, companies or individual enterprises that operate for profit and charge admission and/or display fees.
- (8) Activities or meeting of local charitable, philanthropic and cultural groups, service clubs, and fine arts associations.
- (9) Religious group activities.
- (10) Recitals for commercial teachers.
- (11) Political group activities.
- (12) 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 dependent upon the type of classroom used.

### **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 \$\_\_\_\_\_

An employee who is issued school keys shall not lose their keys and shall not allow others to have access to or to use their keys. Employees are permitted to have access to school facilities during non-school time provided such access is for work-related purposes and the Principal or supervisor has given permission for such access. When employees leave the building, they are to close all windows, lock doors, and make sure that the entry door is fully closed and locked. This is especially important when employees are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

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, must not be removed for non-school use without approval from the Principal.

### **Section 6      Care of School Property**

Employees 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. Employees shall not text or be on their cell phones during duty time.

### **Section 8      Salespersons**

Employees are not to permit any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the employee while engaged in the employee's duties except for such times as may be designated by the Superintendent or designee.

Employees must not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Employees must not use time for which the employee 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 employee. Any violation of these restrictions will be considered to be willful insubordination.

### **Section 9      Security of Desks and Lockers**

Offices, employee 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 District 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 an employee 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 employees bring to school. Employees are cautioned not to bring large amounts of money or items of significant value to school.

#### **Section 10 Video Surveillance (3231)**

The Board of Education has authorized the use of video cameras on 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 Web Page**

Bulletin boards and electronic media (web page) and other communication devices are maintained for the purposes of conveying information about the District's activities and programs and for educational purposes related to such activities and programs. The District's communication devices are designated as non-public forums, meaning that the devices are not open for public use.

Information posted or displayed on the District's communication devices may not include political advertising, communications promoting particular religious beliefs, controversial topics or positions not consistent with the mission of the District, or communications that promote activities not suitable for school-age children.

Any website links on the District's web page that are permitted to be posted shall not be considered to be endorsed or sponsored by the District. The District makes no representations or warranties of any kind with regard any such links.

## **Section 13    Copyright and Fair Use Policy**

It is the District's policy to follow the federal copyright law. Employees 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:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;

- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- 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.” Employees should seek assistance from administration if there are any questions regarding what may be copied.

#### **Section 14 Lost and Found**

Employees 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:

- The assignment of specific employees to safety tasks and responsibilities.
- Instructions relating to the use of alarm systems and signals.

Information concerning methods of fire containment and equipment use.

- Systems for notification of appropriate authorities.
- Specification of evacuation routes and procedures.
- Posting of plans and procedures at suitable locations.
- Procedures and frequency of emergency evacuation drills.
- 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. Employees are expected to be familiar 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. Employees 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 for employees 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 employee 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.

### Safe Driving

Employees 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. Employees will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid.

Employees who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices and are responsible for any injury or accident. Employees 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 or using a school vehicle, employees are not to use cell phones or otherwise engage in distracted driving. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

### Accidents

Every accident which results in a personal injury must be reported to the Principal or supervisor immediately. In the event the injury involves a student, the employee who is responsible for the supervision of the student is responsible for making the report. If the injury occurs in the presence of the employee, the employee is also responsible for making a report.

### Workers Compensation

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

## **Article 7 – 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](mailto: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>.

The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

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, MO 66101  
(800) 669-4000; TDD: (800) 669-6820

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

## **Section 2 Designation of Coordinators (4003)**

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  
Telephone No.: 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 Special Services Director for student matters
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

### **Section 3      Anti-discrimination & Harassment Policy (404.06)**

#### **Harassment by Employees**

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, racial, religious, national origin, marital status, disability and sexual harassment. 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, creed, color, religion, national origin, marital status or disability 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. 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 by employees 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 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 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 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 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 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 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 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. Employees may have access to only those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. An employee who violates this restriction shall be subject to disciplinary action up to and including termination. 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 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     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. Employees are expected to keep information about the participation of students in the program confidential.

## **Section 8      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 CLASSIFIED EMPLOYEE HANDBOOK OF  
LAKEVIEW COMMUNITY SCHOOLS**

This signed receipt acknowledges receipt of the 2023-2024 Classified Employee Handbook of Lakeview Community Schools. This receipt acknowledges that I understand that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, 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: \_\_\_\_\_

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

Return to the Principal's Office

**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](http://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](http://www.dol.gov/agencies/whd)



WH1088 REV 04/23

## 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



## Appendix D

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### 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](mailto: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.

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### 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

<b>July 2023</b>							<b>August</b>							<b>January 2024</b>								
S	M	T	W	T	F	S	July 31	7th Grade Orientation	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	Aug 1	9th Grade Orientation	1	2	3	4	5	6	7	8	9	10	11	12	13	
2	3	4	5	6	7	8	Aug 2	New Teacher Orientation	14	15	16	17	18	19	20	21	22	23	24	25	26	
9	10	11	12	13	14	15	Aug 10, 11, 14 & 15	Pre-Service Days	28	29	30	31										
16	17	18	19	20	21	22	Aug 16	K-8 Dismiss @ 11:30														
23	24	25	26	27	28	29		7-8 Dismiss @ 11:30														
30	31							9-12 Grades (12:00-3:30PM)														
							Aug 23	Early Dismissal/Collaboration Day														
<b>August 2023</b>							<b>September</b>							<b>February 2024</b>								
S	M	T	W	T	F	S	Sept 4	Labor Day (No School)	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	Sept 13	Early Dismissal/Collaboration Day	1	2	3	4	5	6	7	8	9	10	11	12	13	
6	7	8	9	10	11	12	Sept 20	K-12 Dismissal @ 1:30PM	14	15	16	17	18	19	20	21	22	23	24	25	26	
13	14	15	16	17	18	19	Sept 21	K-12 P/T Conference: 4:00-6:00PM	28	29	30	31										
20	21	22	23	24	25	26	Sept 21	K-12 Dismiss @ 12:00PM														
27	28	29	30	31			Sept 22	K-12 P/T Conferences: 2:00-7:00PM														
							Sept 22	Vacation Day (No School)														
							Sept 27	Early Dismissal/Collaboration Day														
<b>September 2023</b>							<b>October</b>							<b>March 2024</b>								
S	M	T	W	T	F	S	Oct 11	Early Dismissal/Collaboration Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	Oct 13	End of 1st Quarter	1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9	Oct 16	In-Service/Work Day (No School)	14	15	16	17	18	19	20	21	22	23	24	25	26	
10	11	12	13	14	15	16	Oct 17	Start of 2nd Quarter	28	29	30	31										
17	18	19	20	21	22	23	Oct 25	Early Dismissal/Collaboration Day														
24	25	26	27	28	29	30	Oct 30	PD (No School)														
<b>October 2023</b>							<b>November</b>							<b>April 2024</b>								
S	M	T	W	T	F	S	Nov 8	Early Dismissal/Collaboration Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	Nov 22-24	Thanksgiving Vacation (No School)	1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9			14	15	16	17	18	19	20	21	22	23	24	25	26	
10	11	12	13	14	15	16	Dec 1	7-12 Dismiss @ 12:00PM for Wrestling	28	29	30	31										
17	18	19	20	21	22	23	Dec 13	Early Dismissal/Collaboration Day														
24	25	26	27	28	29	30	Dec 22	End of 2nd Quarter/1st Semester														
								7-12 Dismiss at 1:30PM														
								K-6 (No School) - Teacher In-Service/Work Day														
<b>November 2023</b>							<b>December</b>							<b>May 2024</b>								
S	M	T	W	T	F	S	Dec 23-31	Winter Break (No School)	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9	Jan 1	Winter Break (No School)	14	15	16	17	18	19	20	21	22	23	24	25	26	
10	11	12	13	14	15	16	Jan 2	In-Service/Work Day (No School)	28	29	30	31										
17	18	19	20	21	22	23	Jan 3	Start of 3rd Quarter K-12														
24	25	26	27	28	29	30	Jan 10	Early Dismissal/Collaboration Day														
							Jan 15	PD (No School)														
							Jan 24	Early Dismissal/Collaboration Day														
<b>December 2023</b>							<b>January</b>							<b>June 2024</b>								
S	M	T	W	T	F	S	Feb 5	K-12 Dismiss @ 1:30PM	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		K-12 P/T Conferences: 4:00-6:00	1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9	Feb 9	Dismiss at 12:00PM	14	15	16	17	18	19	20	21	22	23	24	25	26	
10	11	12	13	14	15	16	Feb 14	Early Dismissal/Collaboration Day	28	29	30	31										
17	18	19	20	21	22	23	Feb 16	Mid-Winter Break (No School)														
24	25	26	27	28	29	30	Feb 28	Early Dismissal/Collaboration Day														
<b>January 2024</b>							<b>February</b>							<b>March</b>								
S	M	T	W	T	F	S	Mar 6	Early Dismissal/Collaboration Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		End of 3rd Quarter	1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9	Mar 7 & 8	End of Quarter Break (No School)	14	15	16	17	18	19	20	21	22	23	24	25		
10	11	12	13	14	15	16	Mar 11	Teacher Inservice/Work Day	28	29	30	31										
17	18	19	20	21	22	23	Mar 12	Start of 4th Quarter														
24	25	26	27	28	29	30	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)														
<b>February 2024</b>							<b>March</b>							<b>April</b>								
S	M	T	W	T	F	S	Apr 1	Spring Break (No School)	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9	Apr 10	Early Dismissal/Collaboration Day	14	15	16	17	18	19	20	21	22	23	24	25	26	
10	11	12	13	14	15	16	Apr 23	7-12 12:00PM Dismissal - Track Meet	28	29	30	31										
17	18	19	20	21	22	23	Apr 24	Early Dismissal/Collaboration Day														
24	25	26	27	28	29	30	Apr 26	Vacation Day (No School)														
<b>March 2024</b>							<b>April</b>							<b>May</b>								
S	M	T	W	T	F	S	May 8	Early Dismissal/Collaboration Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		Seniors Last Day	1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9	May 15	K-8 Last Day of Classes (Dismiss at 11:30AM)	14	15	16	17	18	19	20	21	22	23	24	25	26	
10	11	12	13	14	15	16	May 16	End of 4th Quarter/2nd Semester	28	29	30	31										
17	18	19	20	21	22	23		Dismiss at 12:00PM														
24	25	26	27	28	29	30	May 17	In-Service/Work Day														
							May 20	Curriculum Day (Snow Day #3)														
<b>April 2024</b>							<b>May</b>							<b>June</b>								
S	M	T	W	T	F	S	May 8	Early Dismissal/Collaboration Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		Seniors Last Day	1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9	May 15	K-8 Last Day of Classes (Dismiss at 11:30AM)	14	15	16	17	18	19	20	21	22	23	24	25	26	
10	11	12	13	14	15	16	May 16	End of 4th Quarter/2nd Semester	28	29	30	31										
17	18	19	20	21	22	23		Dismiss at 12:00PM														
24	25	26	27	28	29	30	May 17	In-Service/Work Day														
							May 20	Curriculum Day (Snow Day #3)														
<b>May 2024</b>							<b>June</b>							<b>July</b>								
S	M	T	W	T	F	S	Jun 1	Spring Break (No School)	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9	Jun 10	Early Dismissal/Collaboration Day	14	15	16	17	18	19	20	21	22	23	24	25	26	
10	11	12	13	14	15	16	Jun 23	7-12 12:00PM Dismissal - Track Meet	28	29	30	31										
17	18	19	20	21	22	23	Jun 24	Early Dismissal/Collaboration Day														
24	25	26	27	28	29	30	Jun 26	Vacation Day (No School)														
<b>June 2024</b>							<b>July</b>							<b>August</b>								
S	M	T	W	T	F	S	Jul 1	7th Grade Orientation	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		9th Grade Orientation	1	2	3	4	5	6	7	8	9	10	11	12	13	
3	4	5	6	7	8	9		New Teacher Orientation	14	15	16	17	18	19	20	21	22	23	24	25	26	
10	11	12	13	14	15	16		Pre-Service Days	28	29	30	31										
17	18	19	20	21	22	23		K-8 Dismiss @ 11:30							</							