

**Lake Central School Corporation**

**Administrative Handbook**

**July 1, 2022 – June 30, 2023**

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**Please Note:**

Nothing in this handbook is intended to be understood as an employment contract between the Lake Central School Corporation and the employee. The information presented is intended to be a guide for administrators and is subject to change. All questions should be directed to the Director of Human Resources.

## **I. Administrative Salaries, Contracts and Calendar**

Administrative salaries will be determined based upon the recommendations of the Superintendent and approval of the Board.

Twelve month administrative contracts for positions requiring certification begin on July 1 and continue through June 30.

Elementary Assistant Principals will hold a 195 day contract. They will work the same days as the teachers' contract(183). The remaining 12 days will be scheduled at the discretion of their principal.

Contracts for building level administrators entered on or after July 1, 2011 will specify the position as "administrator" to afford flexibility in assignment in limited mid-contract circumstances. Contracts for Central Office Educators with the exception of the Superintendent will be for two years unless limited to one year by School Board action.

The starting salary and benefits of newly hired administrators will be adjusted on par (timing and amounts), with adjustments approved for returning, eligible administrators.

## **II. Payroll Deductions**

Payroll deductions for administrators are limited to the following:

Federal Income Tax	Section 125 Dependent Care
Indiana Income Tax	Section 125 Unreimbursed Medical Expenses
Social Security Tax	Section 125 Unreimbursed Health Expenses
Term Life Insurance	Section 125 Unreimbursed Dental Expenses
LC Credit Union	Section 125 Unreimbursed Vision Expenses
Annuities	County Option Tax
United Way	IN. Family College Savings Plan
Dollars for Scholars	Public Employees Retirement Fund
Lake Central Education Foundation	Teacher Retirement Fund
Teachers' Credit Union	

Other deductions may be made as required by law or as mutually agreed to by the parties. Administrators may authorize deductions for tax sheltered annuities during open enrollment periods of the carrier companies involved.

## **III. Tax Sheltered Annuity**

The Board shall make available to all administrators of the Lake Central School Corporation a tax-sheltered annuity program. The carriers are as follows:

Ameriprise Financial  
AXA Equitable  
Horace Mann  
Met Life/FASCORP  
Security Benefit  
Valic

Individuals may make adjustments in their payroll deduction arrangements for each tax-sheltered annuity/annuities as permitted by the individual carriers.

#### **IV. Fringe Benefits**

##### **A. Health Insurance Plan**

Administrators hired after July 1, 2013, will be offered: a single or family membership at the current employee cost, (subject to change each January), in the Lake Central School Corporation's health plan.

Administrators hired on July 1, 2013 or prior will be given the choice of receiving: 1) a single or family membership at the current employee cost, (subject to change each January), in the Lake Central School Corporation's health plan or 2) \$10,000 deposited to the administrator's 401(a) plan account at the end of the contract year. Whenever option 2 is chosen, the administrator is responsible for securing his/her own health insurance through outside companies not associated with the Lake Central School Corporation. Once an employee chooses Option 1, they are eliminated from Option 2 for the remainder of their employment with Lake Central. Administrators are to notify the **Director of Human Resources** in writing on or before June 30 of their annual election.

Administrators are reminded that they must enroll for Medicare coverage at their Social Security Office just prior to attaining sixty-five (65) years of age or social security age of eligibility (see Appendix A) in order to maintain optimum coverage under the School's plan.

##### **B. Term Life Insurance**

The Board shall provide, on a fully paid basis, term life insurance in the amount of \$100,000 for each administrator plus accidental dental death and dismemberment plan. Administrators are able to purchase an additional \$50,000 of term life insurance at a nominal amount.

For administrators still working between the age of sixty-five (65) and seventy (70), the amount of the Board provided policy shall be reduced in accordance with federal laws and regulations. Administrator's term insurance is reduced by 50% at age seventy (70) while the employee is still working.

Administrators retiring after the age of fifty-five (55) and before reaching the age of sixty-five (65) can continue their life insurance policy post retirement at their cost until age sixty-five (65).

##### **C. Disability Insurance**

The Board shall provide, on a fully paid basis, long-term disability insurance in the amount of 66 2/3% of the Administrator's monthly pay.

##### **D. Liability Insurance**

The Board shall provide, on a fully paid basis, liability insurance in the amount of five million dollars (\$5,000,000) to all of the Lake Central administrators in case of suit arising from or in the proper performance of their duties.

##### **E. Section 125 of the Internal Revenue Code**

The Board shall provide a Section 125 premium conversion and dependent care/medical expense benefit plan at no cost to the administrator.

**F. Teachers Retirement Fund**

The School Corporation will contribute the employee's 3% contribution to the Teachers Retirement Fund for all administrators' whose positions require certification.

**G. Public Employees Retirement Fund**

The School Corporation will contribute the employee's 3% contribution to the Public Employees Retirement Fund for all classified administrators.

**H. Annuity**

The School Corporation will contribute a percentage of each administrator's salary to a 401(a) account. The annuity company will be determined by the School Corporation.

Superintendent	11%
12-month Corporation Office Administrators, Corporation Athletic Director, Building Principals and Aquatics Director	8%
Director of Food Service	5%
Assistant Principals, Director of Guidance, High School Head Custodian and Assistant Athletic Director	5%

**I. Early Retirement Incentive Supplement**

Any administrator who is fifty (50) years of age or over, with twenty (20) years of experience, ten (10) of which are at Lake Central School Corporation, may elect to retire from the Corporation, and shall receive a one-time supplemental retirement benefit of two-thousand dollars (\$2000), plus compensation for unused sick days based on the following:

**Plan 1:**

Administrators after ten (10) years of experience in Lake Central:

- 35% of the value of accumulated personal illness days

**Plan 2:**

Administrators after fifteen (15) years of experience in Lake Central:

- 40% of the value of accumulated personal illness days

**Plan 3:**

Administrators after twenty (20) years of experience in Lake Central:

- 45% of the value of accumulated personal illness days

**Plan 4:**

Administrators after twenty-five (25) years of experience in Lake Central:

- 50% of the value of accumulated personal illness days

**The value of personal illness days for administrators will be determined as follows:**

Full year administrators - Dividing their salary by 236 days, multiplied by the number of unused personal illness days, then multiplied by the percentage listed above based on years of experience in Lake Central.

#### Procedures

1. The administrator shall notify the Board of School Trustees in writing of his intent to retire from the Lake Central School Corporation on or before March 15th of the last year of employment, except in case of serious illness or disability.
2. In order to seek waiver of the notice requirements in the event of serious illness or disability, the administrator shall present to the Board a doctor's statement of disability or serious illness. The Board reserves the right to request a medical examination by Board appointed doctors.
3. In the event of the death of an administrator who has not yet retired and is fifty (50) years of age or over, with (20) years of experience ten (10) of which are at the Lake Central School Corporation, the designated beneficiary on the Indiana State Teachers' Retirement Fund shall have a survivor's rights. This provision only applies to the Early Retirement Incentive Supplement in this Section I. Should an administrator desire to designate a beneficiary other than the Indiana State Teachers' Retirement Fund beneficiary for this benefit, the administrator must provide written notification to the Superintendent by filling out the beneficiary form available in the Superintendent's office. In the event of an administrator's death, a copy of the death certificate is required prior to distribution of this benefit to the beneficiary.
4. The administrator must be in good standing as an employee of Lake Central School Corporation at the time such notice of retirement is submitted and as of the date of retirement.  
For purposes of the subsection 4, "good standing" means the administrator a) has not been notified of an active investigation of the administrator's conduct or substandard performance, b) is not on an administrative leave for consideration of disciplinary action, including contract cancellation, or c) is not under notice of recommendation of contract cancellation.  
The Superintendent may at his/her discretion, upon good and sufficient reason and in the best interest of Lake Central School Corporation waive the good standing requirement.

#### Method of Payment

1. The early retirement incentive supplement benefits shall be paid in the administrator's last year to a 401(a) plan account.
2. Should financial conditions make it necessary to extend payment of the above benefits, the School Corporation shall enter a consultative contract with a salary of one dollar (\$1) for one (1) year beyond retirement.
  - a. The balance of the Early Retirement Incentive Supplement Benefits shall be paid no later than January 31<sup>st</sup> of the following year.

#### **J. Early Retirement Insurance**

Administrators who are fifty-five (55) years of age or over, with twenty (20) years of total teaching experience, will be eligible for the following early retirement benefit.

Immediately following retirement, the administrator shall have the option of remaining in the Corporation's current hospital/major medical insurance program, hereinafter referred to as group health plan, if all of the following conditions are met as of the date of retirement and thereafter:

- a. while the retired administrator is enrolled in the group health plan, the retired administrator shall pay the entire insurance premium application to the insurance coverage, with the annual payments to be made on or before September 1<sup>st</sup> for the succeeding year or make arrangements for payments of the premium in advance on a monthly basis and
- b. within ninety (90) days of the retirement date, the administrator has provided a written request to the School Corporation for participation in the group health plan.

When a retired administrator first becomes eligible for Medicare, the administrator's eligibility to continue to participate in the School Corporation's group health plan under this Section K shall terminate. The administrator's spouse and dependents, if any, will be allowed to continue participation for 36 months as required by COBRA, or until eligible for Medicare, whichever occurs first. It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2-6. Therefore, this right to extended overage shall not override any rights to continuing health care coverage.

**K. Voluntary Employer Benefit Account**

The School Corporation will make an ongoing contribution of \$2,000.00 to the administrator's VEBA for each administrator in July following the administrator's completion of the prior school year as an active employee.

**L. Workers' Compensation Insurance**

In case of any accident or injury arising out of and in the course and scope of employment, the involved administrator should inform the Superintendent or the Superintendent's designee of the accident or injury on the day of the occurrence. A Workers' Compensation First Report of Injury should be filled out by the injured administrator and forwarded to his/her supervisor and then to the payroll department within twenty-four (24) hours of the accident. Any benefit will be paid by the Workers' Compensation Carrier at the state rate of up to 66 2/3% of the administrator's monthly salary.

**M. Professional Dues**

Administrators are encouraged to have memberships in professional organizations. The Board has allocated \$200.00 yearly for each administrator to encourage membership in national, state and local organizations that have been approved by the Superintendent. For each administrator, the Board will pay the full annual membership fee toward membership in one of the following professional organizations: IASP, IAPSS, IASBO.

**N. Participation in Community Service Organizations**

Programs and initiatives of community service organizations have proven to enhance the quality of life for all citizens. Participation in community activities by school leaders can serve as strong evidence of the commitment of the school district to work together with leaders from other sectors of the community to achieve common goals. For this reason, and in order to improve the lines of communication between school and community leaders, the superintendent will assign central office administrators to participate in community organizations. Related membership fees will be paid by the school corporation upon approval by the Board. When called upon to participate in community service organizations, the Board shall pay the total amount of the annual membership dues.

In accordance with IC 20-43-10-3.5 qualified teachers receive Teacher Appreciation Grants if they are rate Highly Effective or Effective. LCSC will distribute similar bonuses to those administrators who are not included in the grant and have received Highly Effective or Effective on their RISE evaluation.

## **V. Leave Days**

In all cases, when an administrator uses a personal illness, family illness, personal business, bereavement or vacation day, the administrator should complete the Administrator/Instructional Coach Benefit Day Google Form.

### **A. Personal Illness Days**

Annual personal illness days are granted to administrators as follows:

11 personal illness days

For new administrators, Lake Central may transfer up to fifty (50) personal illness days from their previous school district(s) in each contract year they are employed as Lake Central administrators.

### **B. Family Illness Days**

1. Administrators are entitled to apply eleven (11) of their personal illness days annually to family illness.
2. Administrators may also be eligible for up to twelve (12) weeks of unpaid leave for family illness under the Family and Medical Leave Act (see applicable Board Policy).

### **C. Personal Business Days**

All administrators will be allowed up to four (4) days of absence per year (July 1 – June 30) for personal business with no loss of pay. Application for personal business leave shall be made at least twenty-four (24) hours before taking such leave (except in the case of emergencies) to immediate supervisor or Director of Human Resources, and in the case of the Superintendent, to the Board President. The administrator will not be required to state the reason for taking such leave. Personal business leave days should not be used for the purpose of extending vacations. Any unused personal business days will be transferred to accumulated sick leave.

### **D. Bereavement Days**

In case of death in the immediate family, an administrator shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays related to the death/funeral services. Immediate family members shall be interpreted as husband, wife, child, sister, brother, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, step-parent, step-child, or any other member of the family living in the same household no matter what degree of relationship. The Administrator shall complete the Administrative/Instructional Coach Benefit form indicating the specific funeral/memorial arrangements. Administrators may request to use family illness, personal business, or accumulated personal illness days as bereavement days for other persons not considered immediate family.

### **E. Vacation Days**

Twelve month administrators are granted twenty-five (25) paid vacation days per year plus the following paid holidays:

Labor Day, Fall Break Friday (or Monday), Thanksgiving and the day after, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, and July 4.

Full week vacations when school is in session must be approved by the Director of Human Resources.

Vacation days must be used prior to June 30<sup>th</sup> each year. **Administrators unable to use all of their vacation days within the year may request to carry over those vacation days to October 31<sup>st</sup> of that year only. If days are not used by that date, they will be eliminated.**

All vacation days must be submitted in the Google document provided in June of each year.



**F. Professional Leave Days**

All administrators must request in writing from the Board/Superintendent permission to receive professional leave days. The administrator may request reimbursement for travel, food (limited by Board Policy) lodging and registration fees. Any overnight professional leave must be approved by the School Board.

**G. Requests for/Notice of Use of Leave Days**

Requests for approval of use of applicable benefit days and notice of use of personal illness, family illness and bereavement days must be given to the Administrator's immediate supervisor and Director of Human Resources and in the case of the Superintendent, to the Board President in advance. For all other benefit days, requests for approval in advance of use must be submitted to the Director of Human Resources with sufficient lead time for consideration, scheduling and approval. In addition, administrators shall notify their secretary or applicable support personnel on or prior to the day of any absence, and the payroll department within the applicable payroll period of the use of all benefit days.

**H. Prorated Contract**

Administrators whose employment begins after July 1<sup>st</sup>, will receive salary and benefits on a pro-rated basis based on employment date.

**VI. Long-Term Leaves**

**A. General Leave Provisions**

The Superintendent may at her/his discretion, upon the presentation of good and sufficient reason, recommend a leave of absence for any administrator.

All requests for long-term leaves and extensions of such leaves will be made to the Superintendent in writing as soon as possible and disposition shall be made in writing. Any request for leave by the Superintendent must be made directly to the Board.

An administrator on leave should inform the Superintendent in writing not later than March of the year on leave of his/her intent to return for the following school year. If the administrator on leave fails to notify the Superintendent by March 1, the Board shall by registered or certified mail, request of the administrator that such notice is given. If the Board's letter is returned marked "no forwarding address" or if the administrator fails to give such notice by April 1, the administrator shall be considered to have resigned and the position shall be deemed as open.

Upon return from a leave, an administrator will be assigned to the same position if available, or, if not, to a substantially equivalent position provided he/she is not affected by a Reduction in Force.

Administrators may continue their insurance coverage while on leave of absence by informing the insurance department in writing, of their desire to do so and by forwarding the premiums for such insurance to the insurance department. All benefits to which an administrator was entitled at the time a leave of absence commenced, including unused sick leave, will be restored upon their return.

**B. Personal Illness**

Requests processed pursuant to Family Medical Leave Act (see applicable Board Policy).

**C. Graduate Studies**

Administrators may be granted a leave of absence without pay to pursue graduate and or post graduate studies. Application should be made in writing to the Superintendent who shall make a recommendation to the Board for action.

**D. Military Leave**

Military leave will be granted to any administrator who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, an administrator will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years. The administrator shall have up to sixty (60) days after release from active duty and otherwise consistent with the Uniform Services Employment and Reemployment Act (USERA) to notify the Board of his/her intention to return to the system (see applicable Board Policy).

**VII. ATTENDANCE PROCEDURES FOR ADMINISTRATORS**

Administrators set the example for the rest of the staff and the students in the Lake Central Schools. The effective administrator practices regular attendance, promptness, and always keeps his secretary informed of his whereabouts. The secretary, in turn, informs the administrator's supervisor when the administrator's absence from the building or place of responsibility will be prolonged.

Administrators of the Lake Central School Corporation are expected to be on duty as necessary for the position.

By **7:00 a.m.** each morning, administrators who are to be absent or tardy for any reason shall notify via email their immediate supervisor of the length of the absence. **The Administrator shall also complete the Administrative/Instructional Coach Benefit form on their absence.** Long-term absences or pre-arranged absences can be reported in advance.

Principals shall verify the appropriateness of the absence of the assistant principal.

The Superintendent shall verify the appropriateness of the absence of all other administrators. The Superintendent's absence shall be reported to the Board President and the Superintendent's secretary.

Personal Business and Professional Leave days shall be arranged for in advance (at least 48 hours) except in the case of an emergency. In case of an emergency, the Superintendent or Board President, as applicable, shall verify the appropriateness of the absence.

Vacation days must be shared in advance if seeking approval for days when school is in session. All requests should be submitted via the Google document referenced earlier in this Handbook as well as an email to the appropriate central office director.

In school buildings which have more than one administrator assigned, absence of an administrator for School Business shall be limited to one administrator, unless the Superintendent approves multiple absences.

Any questions regarding attendance which are not answered in this administrative regulation should be discussed with the immediate supervisor before the administrator concerned takes what he/she feels to be the appropriate action.

## **VIII. WORK DAY FOR ADMINISTRATORS**

It is recognized that, in some schools, it is not always possible for principals to enjoy adequate free time for lunch. Lunch must be planned with the contingency in mind that building administrators must be available to handle telephone calls, visits from parents, and discipline problems during the lunch periods.

It is expected that all elementary school offices will be open to greet visitors until **3:30 p.m.** and telephones will be answered by a staff member. All middle school offices should remain open to greet visitors until 4:00 p.m. and telephones will be answered by a staff member. Lake Central High School should remain open to greet visitors and telephones shall be answered by a staff member until 3:00 p.m. It is the expectation that an Administrator be present in the building until the bus routes for that building have been completed. Principals have the authority to stagger the hours of administrators or secretaries to assure that the offices can be manned during this period.

## **IX. ALLOCATION OF SCHOOL FUNDS**

Clothing and/or spirit wear should not be purchased with corporation dollars.

Should you have any questions regarding allocation or expenditures of school funds, please contact the Director of Business Services for guidance.

## **X. ETHICS IN BUSINESS**

Any member of the staff who participates in formulation of recommendations regarding the use of an outside organization or business by the Lake Central School Corporation shall indicate any economic interest by the staff member or spouse in that organization or business to the superintendent of schools or, in the case of the Superintendent, to the Board President, prior to the time the Board considers accepting services, materials, or other assistance from said organization or business.

There should be no activity carried on by any person employed by the school corporation that could legitimately be interpreted as for the personal benefit or convenience of that person. This applies to use of staff, equipment, and all other phases of work which are vulnerable to suspicion by other employees and the general public.

## **XI. HARASSMENT**

### **GENERAL POLICY STATEMENT**

It is the policy of Lake Central School Corporation to maintain an education and work environment which is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School Corporation operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment occurring on school property or at another location if such conduct occurs during an activity sponsored by the School Board as early as possible to rectify any real or potential problems.

Harassment based on sex, race, color, national origin, religion, disability, genetic information, or any other unlawful basis is prohibited.

The following is also prohibited:

- Retaliating against a person who has made a report or filed a complaint alleging harassment or who has participated as a witness in a harassment investigation.

- Filing a malicious or knowingly false report or complaint of harassment.
- Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one's supervisory duties.

**Sexual Harassment.** Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender. For purposes of this policy, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal (spoken, written, electronic or any other form of communication) or physical conduct of a sexual nature, when:

- Submission to such conduct is made either implicitly or explicitly a term of condition of an individual's employment;
- Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of interfering with the individual's work or of creating an intimidating, hostile, or offensive working environment.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- Unwelcome sexual propositions, invitations, solicitations, and flirtations. Physical assault.
- Threats or insinuations that a person's employment, wages, promotion, assignment, or other conditions of employment may be adversely affected by not submitting to sexual advances.
- Unwelcome verbal (spoken, written, electronic or any other form of communication) expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, emails, texts or other forms of communication.
- Sexually suggestive objects, pictures, videos, audio recordings or literature, in any medium, placed in the work environment, which may embarrass or offend individuals.
- Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- Inappropriate boundary invasions by an employee or other adult member of the School Corporation community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Conduct must be sufficiently severe, pervasive, or persistent such that it adversely affects an individual's employment or such that it creates a hostile or abusive employment environment.

**Sexual conduct/relationships with students by any School Corporation employee or any other adult member of the School Corporation community are prohibited.** Any employee accused of sexual relations with a student may be placed on leave with or without pay until school administrative proceedings are completed. Any employee who engages in certain sexual conduct with a student may be disciplined up to and including termination and a referral to law enforcement or Child Protective Services will be made. Proven sexual relationships with a student regardless of the age of the student will result in initiation of the termination process for the employee.

**Race/Color Harassment.** Prohibited racial harassment occurs when unwelcome physical, verbal (spoken, written, electronic or any other form of communication), or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work performance or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

**Religious (Creed) Harassment.** Prohibited religious harassment occurs when unwelcome physical, verbal (spoken, written, electronic or any other form of communication), or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work performance or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

**National Origin Harassment.** Prohibited national origin harassment occurs when unwelcome physical, verbal (spoken, written, electronic or any other form of communication), or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work performance or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

**Disability Harassment.** Prohibited disability harassment occurs when unwelcome physical, verbal (spoken, written, electronic or any other form of communication), or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work performance or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

## **REPORTS AND COMPLAINTS OF HARASSING CONDUCT**

Members of the School Corporation community and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School Corporation official so that the Board may address the conduct before it becomes severe, pervasive, or persistent.

If you believe you have been subjected to or have experienced conduct of this sort, or if you have observed another employee experience this sort of conduct, you are encouraged to report it immediately to your supervisor, an administrator with whom you are comfortable or the School Corporation's **Director of Human Resources** at 365-8507. **If you directly observe or receive information regarding unlawful harassment of a student, you must**

**report such observations to the Director of Human Resources immediately.**

Complaints/report made to supervisors and administrators other than the **Director of Human Resources** will be immediately reported to the **Director of Human Resources**, except that in the event the complaint/report involves the **Director of Human Resources**, they shall be forwarded to the Superintendent. Oral complaints or reports will be reduced to writing and the complainant/reporting individual will be asked to verify the accuracy by signing the document.

Individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available. Initiating a complaint/report, whether formally or informally, will not adversely affect your employment.

After a complaint/report is filed, the **Director of Human Resources** or designee shall conduct a prompt and timely investigation. The investigation may include interviews of the complainant, the individual accused of engaging in harassing behavior, and other witness who may reasonably be expected to have information relevant to the situation. All interviewed parties and witnesses will be provided an opportunity to present any evidence that they reasonably believe to be relevant to the situation.

## **DISCIPLINE**

An employee who knowingly makes a false report of such conduct is subject to discipline up to and including discharge. Any employee who retaliates against a member of the school community who has made a good faith report of such conduct or against a member of the school community who participated in the investigation of such conduct is subject to discipline up to and including discharge. An employee found in violation of this policy is subject to discipline up to and including discharge.

## **PRIVACY/CONFIDENTIALITY**

The privacy of the complainant, those who file a report, the individual(s) against whom the complaint is filed, and the witnesses will be respected as much as possible, consistent with the School Corporation's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this process shall be maintained as confidential to the extent permitted by law.

## **DEFINITIONS**

For purposes of this policy, "School Corporation community" means students, administrators, teachers, staff, and all other school personnel, including Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School Corporation property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School Corporation community at school-related events/activities (whether on or off School Corporation property).

## **XII. Workplace Confidentiality**

The Lake Central school corporation recognizes its responsibility in regard to the collection, management, use and disclosure of personal information. The Corporation respects the individual's right to privacy and undertakes to keep personal and sensitive information in confidence. No staff member may use or disclose any personal or sensitive

information to a third party without specific authority unless use or disclosure is in the normal course of business or there is a legal or professional duty to disclose the information. Personal or sensitive information may be in either hard copy or electronic form.

Personal information is defined as information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can be ascertained, from the information or opinion.

Sensitive information is defined as personal information about an individual's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliations, health status (either physical or emotional), disability, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation, or criminal record.

Personal and sensitive information is only collected where it is necessary for normal Human Resources functions. The information is usually obtained from the individual concerned. Staff members should be advised whenever information is being collected, whether the collection of such information is compulsory, and what other parties will have access to the information.

All collected personal and sensitive information must be accurate, relevant, up-to-date, complete and not misleading. The Corporation takes all reasonable steps to protect such records from misuse, loss, unauthorized access, modification or disclosure. Staff members have the right of access to their personal information and the opportunity to correct information when necessary.

Protection of confidentiality includes ensuring that files and work areas are organized so that information is not inadvertently disclosed. Only authorized staff may access information that is required for legitimate work purposes.

### **Confidentiality of Student Information**

Student records are maintained in accordance with School Board Policy and State/Federal laws and regulations. All information in student records must be factual, verifiable and of a constructive nature. The Corporation collects, maintain and uses only information necessary for legally mandated functions. Student records may be any information or data recorded in any medium, including but not limited to: hard copy, audio/video or electronic/digital formats. Confidentiality of student information may be of concern when dealing with student records or as a result of communication with a student, or with another person regarding a student.

The school Principal is responsible for the implementation of the Corporation's policies and procedures regarding student confidentiality, including informing all personnel who collect, maintain, use or otherwise have access to student records and other information of the policies and procedures on confidentiality. Staff members may not permit inspection or review of a student's educational records, disclose any information, or provide copies of educational records to any third party without direct authorization of the Principal or an appropriate Central Office Administrator, unless there is a compelling need involving the immediate health, safety, or welfare of the student or others.

