

Board of Education Regular Meeting  
Monday, August 9, 2021 7:30 PM  
Library--Superior High School, Superior, NE  
PO Box 288  
Superior, NE 68978

1. Routine Business
  - 1.1. Call Meeting to Order
  - 1.2. Pledge of Allegiance
  - 1.3. Roll Call
  - 1.4. Excuse Absent Board Member(s)
  - 1.5. Approval of Agenda
2. Regular Meeting Agenda
  - 2.1. Public Participation
  - 2.2. Presentations - Staff/Students
    - 2.2.1. Paul Heusinkvelt-Discussion of Middle School Sports and Wednesday Practices
    - 2.2.2. Savings Analysis of Energy Efficiency and HVAC Project
  - 2.3. Student Ambassador Report
  - 2.4. Consent Agenda
    - 2.4.1. Approval of Previous Minutes
    - 2.4.2. Approval of Treasurer's Report
    - 2.4.3. Approval of School Activity Fund Report
    - 2.4.4. Approval of Revenue Budget Report
    - 2.4.5. Approval of Expense Budget Report

- 2.5. Approval of Previous Months Claims
- 2.6. Activities Handbook
- 2.7. Review of Covid Protocols
- 2.8. Adult Meal Prices
- 2.9. Cooperative agreement with Deshler for wrestling in 2021-22 school year
- 2.10. Nebraska State Health Standards and CRT discussion
3. Correspondence
  - 3.1. NASB Board Quicks for August
  - 3.2. NASB Monthly Board Meeting Update
4. Discussion Items
  - 4.1. Policy Review-Section 3-continued
  - 4.2. Principals' Reports
  - 4.3. Superintendent's Report
    - Sept 15 Area Membership meeting in York. Who is attending?
    - Stuco lunch tomorrow at 11:45
    - Stuco reports will begin in Sept.
  - 4.4. Report from Board Committees
  - 4.5. Proposed ESSER III expenditures with public input
5. Items for Next Board Meeting
6. Executive Session
7. Reconvene to Regular Session
8. Adjournment

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011  
SUPERIOR PUBLIC SCHOOLS  
SUPERIOR, NEBRASKA  
July 12, 2021

Posted Locations:

- The Superior Express
- Superior Public Schools
- <https://www.superiorwildcats.org/>

Posted Dates: 07/05/2021 Superior Public Schools and <https://www.superiorwildcats.org/>  
07/08/2021 The Superior Express

1. Call Hearing to Order

Matt S. called the hearing to order at 7:31 p.m.

2. Purpose of the special hearing is for hearing support, position, criticism, suggestions or observations of patrons relating to Policy 5018 Parent and Guardian Involvement in Education Practices.

3. Review of Policy 5018 Parental and Guardian Involvement in Education Practices

4. Board of Education Questions and/or directives

Board reviewed Policy 5018.

5. Public questions or comments

No public comments

6. Adjournment of Special Public Hearing

President Sullivan adjourned the meeting at 7:32 p.m.

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011  
SUPERIOR PUBLIC SCHOOLS  
SUPERIOR, NEBRASKA  
July 12, 2021

Posted Locations:

- The Superior Express
- Superior Public Schools
- <https://www.superiorwildcats.org/>

Posted Dates: 07/05/2021 Superior Public Schools and <https://www.superiorwildcats.org/>  
07/08/2021 The Superior Express

1. Call Hearing to Order

Matt S. called hearing to order at 7:32 p.m.

2. Purpose of the special hearing is for hearing support, position, criticism, suggestions or observations of patrons relating to Policy 5045 Student Fees.

3. Review of Policy 5045 Student Fees

4. Board of Education Questions and/or directives

Board reviewed Policy 5045.

5. Public questions or comments

No public comment.

6. Adjournment of Special Public Hearing

President Sullivan adjourned the meeting at 7:34 p.m.

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011  
SUPERIOR PUBLIC SCHOOLS  
SUPERIOR, NEBRASKA  
July 12, 2021

Matt Bargaen: Present, Brad Biltoft: Present, Jason Jensen: Present, Peggy Meyer: Present, Luke Meyers: Present, Matt Sullivan: Present. Present: 6.

Posted Locations:

- The Superior Express
- Superior Public Schools
- <https://www.superiorwildcats.org/>

Posted Dates: 07/05/2021 Superior Public Schools and <https://www.superiorwildcats.org/>  
07/08/2021 The Superior Express

## 1. Routine Business

### 1.1. Call Meeting to Order

Meeting was called to order at 7:34 p.m. by Matt Sullivan

### 1.2. Pledge of Allegiance

### 1.3. Roll Call

### 1.4. Excuse Absent Board Member(s)

### 1.5. Approval of Agenda

Motion to approve agenda as presented carried with a motion by Peggy Meyer and a second by Jason Jensen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,  
Matt Sullivan: Aye

Aye: 6, Nay: 0

## 2. Regular Meeting Agenda

### 2.1. Public Participation

### 2.2. Presentations - Staff/Students

#### 2.2.1.

Presentation from Clark and Enersen, Architects

Mr. Kobza introduced representatives from Clark and Enersen, Tim Ripp and Jeff Chadwick, architects. Company offers architecture, engineering, landscape, interior design, commissioning, and have worked on 65+ schools for more than 34 school districts. Provided draft of entry addition and discussed renovation and parking lot improvements. Suggested gathering input and

to identify space needs. Board discussed widening of drive-way. Possible start date Summer 2022 with the parking lot needing a couple months and addition would need about 6 months.

#### 2.2.1.1. Superintendent's Report

- Lunch 2021-22
- Project Update
  - Lockers
  - Carpet
  - Fencing
  - Gym floors
  - bi-polar ionization

NDE

- Health Standards
- Critical Race Theory

Mr. Kobza reported on 2021-2022 lunch program and that it will be free again. Gave update on lockers, carpets in old preschool classes and MS Science room - installation start Wednesday. Varsity boys/girls locker rooms carpet will be changed out as well. Andy and Hardy will be extending elementary playground fence. Gym floors and the bi-polar ionization are complete.

NDE- gave update on the Nebraska health standards.

#### 2.2.1.2. Report from Board Committees

#### 2.3. Consent Agenda

Motion to approve consent agenda as presented carried with a motion by Jason Jensen and a second by Matt Bargaen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

#### 2.3.1. Approval of Previous Minutes

#### 2.3.2. Approval of Treasurer's Report

#### 2.3.3. Approval of School Activity Fund Report

#### 2.3.4. Approval of Revenue Budget Report

#### 2.3.5. Approval of Expense Budget Report

#### 2.4. Approval of Previous Months Claims

Motion to approve General Fund claims for June 2021 in the amount of \$581,002.94 carried with a motion by Luke Meyers and a second by Matt Bargaen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

## 2.5. Policy Changes

Motion to revise policies as presented carried with a motion by Peggy Meyer and a second by Brad Biltoft.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

Reviewed policies.

## 2.6. Disposal of Property

Motion to sell hallway lockers from Superior Middle School/High School and to dispose of the attached list of inventory items carried with a motion by Matt Bargaen and a second by Jason Jensen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

## 2.7. Local Substitute Certificates

Motion to allow holders of local substitute certificates to substitute as needed carried with a motion by Peggy Meyer and a second by Luke Meyers.

Jason Jensen: Abstain (With Conflict), Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 5, Nay: 0, Abstain (With Conflict): 1

## 2.8. Elementary Handbook

Motion to approve the 2021-2022 Elementary Student Handbook as presented carried with a motion by Matt Sullivan and a second by Matt Bargaen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

## 2.9. Secondary Handbooks

Motion to approve the 2021-2022 Secondary Student Handbooks as presented carried with a motion by Luke Meyers and a second by Brad Biltoft.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

## 2.10. Staff Handbook

Motion to approve the 2021-2022 Staff Handbook as presented carried with a motion by Peggy Meyer and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye  
Aye: 6, Nay: 0

## 2.11. Title IX Coordinator

Motion to change the Title IX Coordinator from Jodi Fierstein to Marty Kobza carried with a motion by Jason Jensen and a second by Matt Bargaen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye  
Aye: 6, Nay: 0

## 2.12. Certified Hire

Motion to hire Rachel Bruening as an Elementary Special Education Teacher for the 2021-2022 school year carried with a motion by Matt Bargaen and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye  
Aye: 6, Nay: 0

## 3. Correspondence

### 3.1. July Board Quicks

### 3.2. NASB Monthly Board Update

Board watched July video board update.

## 4. Items for Next Board Meeting

Budget Workshop Dates.

Budget workshop will be Monday, August 16, 2021, at 6:00 p.m.

Sportsmanship Done Right presentation in the evening on August 4th and on August 5th for coaches and kids.

MS/HS Activities Handbook

## 5. Adjournment

Meeting adjourned at 9:10 p.m. by M Sullivan.

# Superior Public Schools

## July 2021 Cash Summary Report

<b>Fund</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Ending Balance</b>
01	General Fund	\$2,365,774.37	\$261,985.24	(\$580,055.64)	\$2,047,703.97
02	Depreciation Fund	\$585,088.11	\$48.09	\$0.00	\$585,136.20
03	Employee Benefit Fund	\$55,579.68	\$2.36	\$0.00	\$55,582.04
06	School Nutrition Fund	\$83,204.87	\$1,675.34	(\$2,911.50)	\$81,968.71
07	Bond Fund	\$520,884.65	\$5,164.51	\$0.00	\$526,049.16
08	Special Building Fund	\$586,774.48	\$7,254.98	(\$169,792.94)	\$424,236.52
09	QCPUF Fund	\$512.34	\$0.24	\$0.00	\$512.58
<b>Sub Total</b>		<b>\$4,197,818.50</b>	<b>\$276,130.76</b>	<b>(\$752,760.08)</b>	<b>\$3,721,189.18</b>

**July 2021**

**Bills**

Original List	\$	130,734.40
Voided Expenditure Checks	\$	-
Receipts Posted to Expenditure Accounts	\$	(947.30)
Total	\$	129,787.10

**Additions**

	\$	-
	\$	-
	\$	-
Total Additions	\$	-

**Total Bills** \$ 129,787.10

**Payroll & Benefits**

Original Total	\$	450,268.54
Additions/Corrections	\$	-
Total	\$	450,268.54

**Total Payroll & Benefits** \$ 450,268.54

**July Expenditure Adjusted Grand Total** \$ 580,055.64

**GENERAL FUND RECAP - July 2021**

Beginning Balance 06-30-2021	\$	2,365,774.37
Receipts	\$	261,985.24
Expenditures	\$	580,055.64
Ending Balance 06-30-2021	\$	2,047,703.97

**SUPERIOR PUBLIC SCHOOLS****TREASURER'S REPORT**

July 2021

---

**DEPRECIATION FUND****F&M Bank**

Beg Balance 06/30/2021	\$585,088.11
Receipts	\$48.09 interest
Disbursements	\$0.00
Ending Balance 07/31/2021	\$585,136.20

---

**QUALIFIED CAPITAL PURPOSE FUND****F&M Bank**

Beg Balance 06/30/2021	\$512.34
Receipts	\$0.24 County Proceeds \$0.00 interest
Disbursements	\$0.00
Ending Balance 07/31/2021	\$512.58

---

**BOND FUND****Horizon Bank**

Beg Balance 06/30/2021	\$520,884.65
Receipts	\$5,031.25 County Proceeds \$133.26 interest
Disbursements	\$0.00
Ending Balance 07/31/2021	\$526,049.16

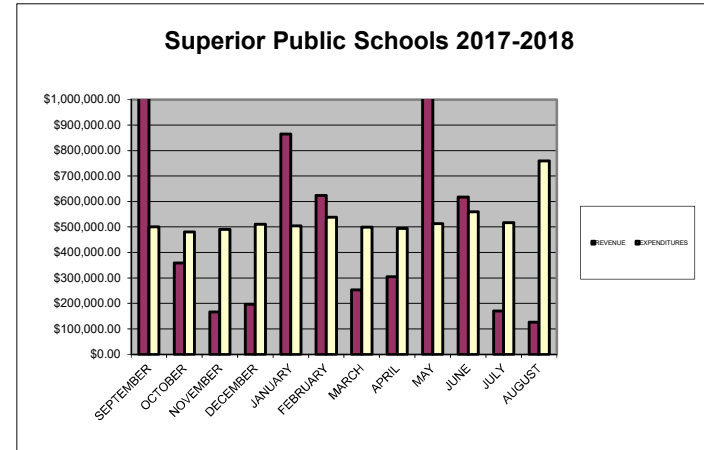
---

**SPECIAL BUILDING FUND****Home Federal**

Beg Balance 06/30/2021	\$586,774.48
Receipts	\$4,616.40 County Proceeds \$138.58 interest \$2,500.00 scoreboard ad
Disbursements	\$169,792.94 Southern Title, LLC (land purchase)
Ending Balance 07/31/2021	\$424,236.52

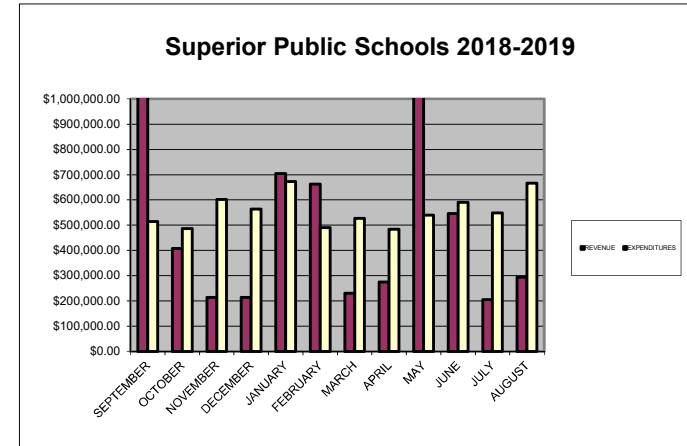
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2017-2018 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,181,030.30	\$1,119,270.98	\$500,244.63	\$2,800,056.65
OCTOBER	\$2,800,056.65	\$358,893.97	\$480,605.17	\$2,678,345.45
NOVEMBER	\$2,678,345.45	\$166,344.93	\$490,951.08	\$2,353,739.30
DECEMBER	\$2,353,739.30	\$197,119.16	\$510,728.63	\$2,040,129.83
JANUARY	\$2,040,129.83	\$864,513.40	\$503,624.37	\$2,401,018.86
FEBRUARY	\$2,401,018.86	\$623,163.35	\$538,072.19	\$2,486,110.02
MARCH	\$2,486,110.02	\$253,219.56	\$499,068.01	\$2,240,261.57
APRIL	\$2,240,261.57	\$303,981.81	\$494,240.72	\$2,050,002.66
MAY	\$2,050,002.66	\$1,596,500.95	\$512,663.51	\$3,133,840.10
JUNE	\$3,133,840.10	\$616,663.58	\$558,894.01	\$3,191,609.67
JULY	\$3,191,609.67	\$170,396.55	\$516,223.32	\$2,845,782.90
AUGUST	\$2,845,782.90	\$125,580.82	\$759,715.85	\$2,211,647.87



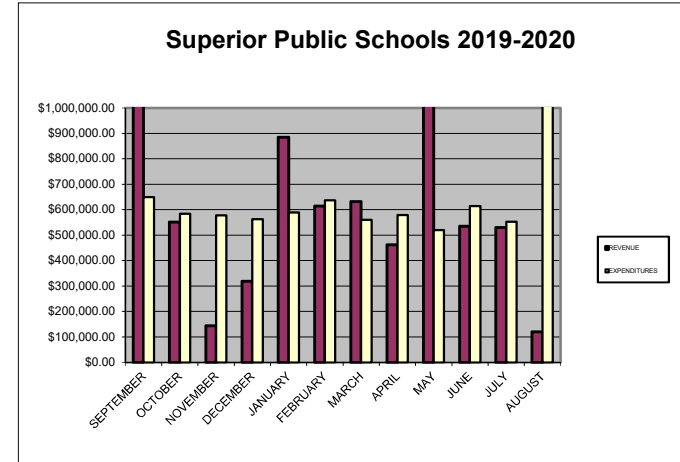
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2018-2019 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,211,647.87	\$1,179,294.60	\$514,619.07	\$2,876,323.40
OCTOBER	\$2,876,323.40	\$408,247.35	\$486,399.08	\$2,798,171.67
NOVEMBER	\$2,798,171.67	\$214,450.66	\$601,826.77	\$2,410,795.56
DECEMBER	\$2,410,795.56	\$214,513.74	\$563,437.36	\$2,061,871.94
JANUARY	\$2,061,871.94	\$704,774.93	\$673,228.58	\$2,093,418.29
FEBRUARY	\$2,093,418.29	\$663,288.73	\$490,225.81	\$2,266,481.21
MARCH	\$2,266,481.21	\$230,221.70	\$526,622.90	\$1,970,080.01
APRIL	\$1,970,080.01	\$275,606.87	\$483,913.91	\$1,761,772.97
MAY	\$1,761,772.97	\$1,618,621.40	\$539,819.49	\$2,840,574.88
JUNE	\$2,840,574.88	\$546,574.89	\$590,013.02	\$2,797,136.75
JULY	\$2,797,136.75	\$204,807.75	\$548,279.53	\$2,453,664.97
AUGUST	\$2,453,664.97	\$294,025.51	\$666,084.59	\$2,081,605.89



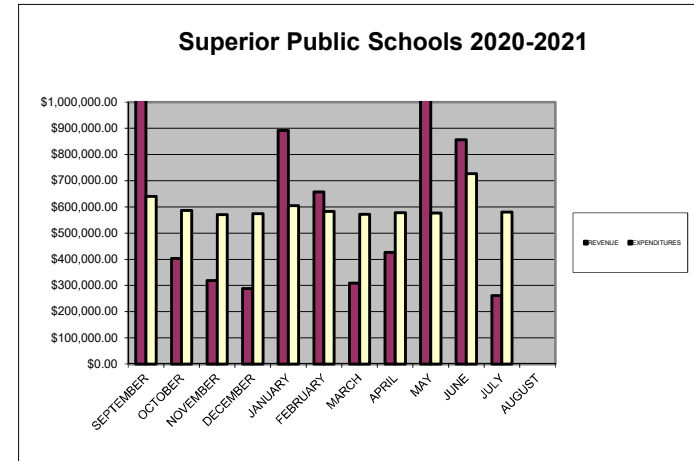
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2019-2020 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,081,605.89	\$1,140,743.32	\$649,859.92	\$2,572,489.29
OCTOBER	\$2,572,489.29	\$551,559.00	\$584,510.28	\$2,539,538.01
NOVEMBER	\$2,539,538.01	\$143,851.40	\$577,781.45	\$2,105,607.96
DECEMBER	\$2,105,607.96	\$318,249.77	\$563,042.07	\$1,860,815.66
JANUARY	\$1,860,815.66	\$885,052.02	\$589,545.70	\$2,156,321.98
FEBRUARY	\$2,156,321.98	\$614,680.36	\$636,514.66	\$2,134,487.68
MARCH	\$2,134,487.68	\$632,297.03	\$560,310.40	\$2,206,474.31
APRIL	\$2,206,474.31	\$462,013.82	\$579,090.64	\$2,089,397.49
MAY	\$2,089,397.49	\$1,271,335.81	\$520,376.23	\$2,840,357.07
JUNE	\$2,840,357.07	\$535,382.77	\$614,054.80	\$2,761,685.04
JULY	\$2,761,685.04	\$529,969.38	\$552,830.43	\$2,738,823.99
AUGUST	\$2,738,823.99	\$119,254.29	\$1,107,848.56	\$1,750,229.72



**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2020-2021 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$1,750,229.72	\$1,270,816.74	\$640,026.23	\$2,381,020.23
OCTOBER	\$2,381,020.23	\$402,654.95	\$586,564.61	\$2,197,110.57
NOVEMBER	\$2,197,110.57	\$318,877.70	\$570,306.88	\$1,945,681.39
DECEMBER	\$1,945,681.39	\$288,275.08	\$574,210.33	\$1,659,746.14
JANUARY	\$1,659,746.14	\$891,465.75	\$605,021.17	\$1,946,190.72
FEBRUARY	\$1,946,190.72	\$656,809.29	\$582,762.55	\$2,020,237.46
MARCH	\$2,020,237.46	\$309,509.02	\$571,916.06	\$1,757,830.42
APRIL	\$1,757,830.42	\$425,963.71	\$577,657.26	\$1,606,136.87
MAY	\$1,606,136.87	\$1,207,261.61	\$576,493.44	\$2,236,905.04
JUNE	\$2,236,905.04	\$856,149.48	\$727,280.15	\$2,365,774.37
JULY	\$2,365,774.37	\$261,985.24	\$580,055.64	\$2,047,703.97
AUGUST				



# Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.  
From 07/01/2021 to 07/31/2021.

Site ID	Site Name	Rep ID	Reporting ID Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Activity ID	Activity Name							
SPS	Superior Public Schools							
100	Athletics			14,212.54	0.00	3,470.10	0.00	10,742.44
110	Boys' Basketball			1,207.94	0.00	0.00	0.00	1,207.94
115	Cross Country			171.22	0.00	0.00	0.00	171.22
120	Girls' Basketball			2,903.35	10.00	136.79	0.00	2,776.56
125	Boys' Golf			73.36	1,000.00	0.00	0.00	1,073.36
130	Football			5,434.08	375.00	1,345.07	0.00	4,464.01
135	JH Football			8.50	0.00	0.00	0.00	8.50
140	JH Volleyball			460.11	0.00	0.00	0.00	460.11
145	JH Girls Basketball			97.86	0.00	0.00	0.00	97.86
150	Girls' Golf			332.00	1,901.00	297.50	0.00	1,935.50
170	Volleyball			4,469.71	825.00	2,507.40	0.00	2,787.31
180	Wrestling			3,211.46	0.00	2,849.60	0.00	361.86
190	Track			285.87	0.00	0.00	0.00	285.87
300	Archery			1,095.31	0.00	0.00	0.00	1,095.31
305	Art Club			20.72	0.00	0.00	0.00	20.72
320	Community Service Club			1,788.04	1,000.00	1,000.00	0.00	1,788.04
325	Drama			892.63	0.00	0.00	0.00	892.63
335	FBLA			2,978.83	0.00	0.00	0.00	2,978.83
345	FFA			7,232.80	11,463.04	10,466.00	0.00	8,229.84
350	Foreign Language			1,730.95	0.00	0.00	0.00	1,730.95
355	S Club			63.63	0.00	0.00	0.00	63.63
360	Speech			899.57	0.00	0.00	0.00	899.57
365	Student Council			7,052.38	0.00	0.00	0.00	7,052.38
370	Drill Team			4,158.42	773.00	2,447.00	0.00	2,484.42
500	Elementary K-5			10,563.76	0.00	78.24	-31.53	10,453.99
505	Middle School			781.83	0.00	0.00	0.00	781.83
510	Secondary			2,280.20	0.00	222.00	0.00	2,058.20
511	Secondary PBIS			518.89	0.00	0.00	0.00	518.89
519	Class of 2019			0.00	0.00	0.00	0.00	0.00
520	Class of 2020			0.00	0.00	0.00	0.00	0.00
521	Class of 2021			593.10	0.00	593.10	0.00	0.00
522	Class of 2022			2,901.53	0.00	0.00	0.00	2,901.53
523	Class of 2023			4,612.83	0.00	0.00	0.00	4,612.83
524	Class of 2024			1,677.76	0.00	0.00	0.00	1,677.76
610	Ag Ed			592.52	0.00	0.00	0.00	592.52
615	Ag Trip			2,972.42	3,662.04	209.46	0.00	6,425.00
620	Art Fund			2,762.57	0.00	0.00	0.00	2,762.57
630	Music			20,860.43	246.55	87.99	0.00	21,018.99
640	Flashlight			10,606.09	0.00	0.00	0.00	10,606.09
650	Greenhouse			64.72	0.00	0.00	0.00	64.72
660	Industrial Arts			3,985.01	0.00	0.00	0.00	3,985.01
670	Student Purchases			0.00	0.00	0.00	0.00	0.00
690	Yearbook			4,165.24	0.00	0.00	0.00	4,165.24

# Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.  
From 07/01/2021 to 07/31/2021.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Rep ID	Reporting ID Name					
Activity ID	Activity Name					
800	Backpack Program	11,707.36	0.00	0.00	0.00	11,707.36
805	EPOCH	519.10	0.00	0.00	0.00	519.10
810	Flower Fund	528.89	0.00	0.00	0.00	528.89
820	Alumni Board	261.49	100.00	0.00	0.00	361.49
830	Library Fund	563.99	0.00	0.00	0.00	563.99
850	Weight Room	60.91	0.00	0.00	0.00	60.91
860	Teachers' Workroom	1,295.98	0.00	0.00	0.00	1,295.98
870	Therapy Dog	516.45	0.00	0.00	0.00	516.45
880	Wildcat Food	5,493.45	0.00	0.00	0.00	5,493.45
890	Wellness Grant	118.47	0.00	150.00	31.53	0.00
990	Interest	1,662.85	7.18	0.00	0.00	1,670.03
<b>Totals:</b>		<b>153,449.12</b>	<b>21,362.81</b>	<b>25,860.25</b>	<b>0.00</b>	<b>148,951.68</b>
<b>SPS Totals:</b>		<b>153,449.12</b>	<b>21,362.81</b>	<b>25,860.25</b>	<b>0.00</b>	<b>148,951.68</b>
<b>Report Totals:</b>		<b>153,449.12</b>	<b>21,362.81</b>	<b>25,860.25</b>	<b>0.00</b>	<b>148,951.68</b>

# Check Detail

Sorted by Activity ID, Site ID.  
From 07/01/2021 to 07/31/2021.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/>						
100	Athletics					
<hr/>						
SPS	Superior Public Schools					
033775 Cleared	07/07/2021 07/31/2021	Aluminum Athletic Equipment Co	No	INV-108168	Kim Williams stopwatches	60.00
033777 Cleared	07/07/2021 07/31/2021	BSN Sports	No	912933144	Kim Williams Miscellaneous athletic supplies	1,804.91
033781 Cleared	07/07/2021 07/31/2021	Lou's Sporting Goods	No	AAV749087- AX02	Kim Williams scorebooks, slip not sheets	190.95
033784 Cleared	07/07/2021 07/31/2021	Nebraska Coaches Association	No	2021-2022	Kim Williams Membership registrations-11 coaches	770.00
033785 Cleared	07/07/2021 07/31/2021	Riddell/All American Sports	No	951389015	Kim Williams Cramergesic cream	38.50
033786 Cleared	07/07/2021 07/31/2021	Sandy Creek Schools	No	09122020	Kim Williams 2020 VB invite entry fee	150.00
033792 Cleared	07/14/2021 07/31/2021	Lou's Sporting Goods	No	AAX783680- AX02	Kim Williams shoulder pads	455.74
Total for SPS - Superior Public Schools:						3,470.10
Total for 100 - Athletics:						3,470.10

<hr/>						
120	Girls' Basketball					
<hr/>						
SPS	Superior Public Schools					
033779 Cleared	07/07/2021 07/31/2021	Jacob Nannen	No	06212021	Kim Williams camp food remibursement	136.79

# Check Detail

Sorted by Activity ID, Site ID.  
From 07/01/2021 to 07/31/2021.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>130 Football</b>						
SPS Superior Public Schools						
033781 Cleared	07/07/2021 07/31/2021	Lou's Sporting Goods	No	AAX783271- AK02	Kim Williams FB helmets	1,024.90
033782 Printed	07/07/2021 07/07/2021	Lunch Fund	No	06302021	Kim Williams FB camp coaches meals	14.00
033789 Cleared	07/07/2021 07/31/2021	Victory Too	No	54762	Kim Williams Lineman camp t-shirts	280.70
033790 Cleared	07/14/2021 07/31/2021	Ideal Market	No	Jun 21 #1493	Kim Williams chips & buns for golf tournament	25.47
Total for SPS - Superior Public Schools:						1,345.07
Total for 130 - Football:						1,345.07
<b>150 Girls' Golf</b>						
SPS Superior Public Schools						
033788 Cleared	07/07/2021 07/31/2021	U.S. Bank	No	340910	Kim Williams Golf Team Products-golf bags	297.50
<b>170 Volleyball</b>						
SPS Superior Public Schools						
033793 Cleared	07/14/2021 07/31/2021	Victory Too	No	54775	Kim Williams camp shirts	214.80
033794 Cleared	07/15/2021 07/31/2021	University of Nebraska-Kearney	No	07152021	Kim Williams VB camp registration	880.00
033797 Cleared	07/22/2021 07/31/2021	University of Nebraska Omaha	No	07232021	Kim Williams VB camp registration	1,080.00
033802 Printed	07/27/2021 07/27/2021	Victory Too	No	54804	Kim Williams VB camp t-shirts	332.60
Total for SPS - Superior Public Schools:						2,507.40
Total for 170 - Volleyball:						2,507.40
<b>180 Wrestling</b>						
SPS Superior Public Schools						
033791 Cleared	07/14/2021 07/31/2021	LEA Account	No	2021	Kim Williams University of Iowa Wrestling Camp register	2,849.60

# Check Detail

Sorted by Activity ID, Site ID.  
From 07/01/2021 to 07/31/2021.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>320 Community Service Club</b>						
SPS	Superior Public Schools					
033795 Cleared	07/22/2021 07/31/2021	Conner Blackstone	No	8099-1	Kim Williams 2021 Louise Henderson Memorial Scholarship	1,000.00
<b>345 FFA</b>						
SPS	Superior Public Schools					
033788 Cleared	07/07/2021 07/31/2021	U.S. Bank	No	06012021	Kim Williams FFA Officer training-meals, lodging	1,260.00
033796 Cleared	07/22/2021 07/31/2021	Jedd Whitmore	No	8099-2	Kim Williams 2021 Pioneer/Tall Pine Ag Scholarship	1,000.00
033799 Printed	07/27/2021 07/27/2021	Jedd Whitmore	No	2021	Kim Williams Poole Scholarship	500.00
033800 Printed	07/27/2021 07/27/2021	Kiara Mikkelsen	No	2021	Kim Williams Equall scholarship	250.00
033801 Printed	07/27/2021 07/27/2021	Todd Keifer	No	2021	Kim Williams Mueller scholarship	250.00
033803 Printed	07/28/2021 07/28/2021	FFA Convention Tour-NE Group	No	2021-2	Kim Williams National Convention regis, travel	7,206.00
Total for SPS - Superior Public Schools:						10,466.00
Total for 345 - FFA:						10,466.00
<b>370 Drill Team</b>						
SPS	Superior Public Schools					
033788 Cleared	07/07/2021 07/31/2021	U.S. Bank	No	REG- 0010704490	Kim Williams NDA-camp	2,447.00
<b>500 Elementary K-5</b>						
SPS	Superior Public Schools					
033778 Cleared	07/07/2021 07/31/2021	Ideal Market	No	Jun 2021 #1227	Kim Williams pancake mix for Heart Association slime	78.24

# Check Detail

Sorted by Activity ID, Site ID.  
From 07/01/2021 to 07/31/2021.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>510 Secondary</b>						
SPS	Superior Public Schools					
033798 Printed	07/27/2021 07/27/2021	Computer Hardware	No	G16977	Kim Williams Luke Jameson computer screen repair	222.00
<b>521 Class of 2021</b>						
SPS	Superior Public Schools					
033776 Cleared	07/07/2021 07/31/2021	Alumni Board	No	2021	Kim Williams class donation for alumni board	100.00
033783 Cleared	07/07/2021 07/31/2021	Music Activity	No	2021	Kim Williams Class of 2021 donation	246.55
033787 Printed	07/07/2021 07/07/2021	S.N.A.C.	No	2021	Kim Williams Class of 2021 donation-Crest Theater	246.55
Total for SPS - Superior Public Schools:						593.10
Total for 521 - Class of 2021:						593.10
<b>615 Ag Trip</b>						
SPS	Superior Public Schools					
033790 Cleared	07/14/2021 07/31/2021	Ideal Market	No	Jun 21 #1232	Kim Williams concession supplies	209.46
<b>630 Music</b>						
SPS	Superior Public Schools					
033780 Cleared	07/07/2021 07/31/2021	J.W. Pepper & Son Inc	No	363446104	Kim Williams Music folders	87.99
<b>890 Wellness Grant</b>						
SPS	Superior Public Schools					
033788 Cleared	07/07/2021 07/31/2021	U.S. Bank	No	11170	Kim Williams Amazon gift card-Wellness incentives	150.00
<b>Grand Total :</b>						25,860.25

# Superior Public Schools

## July 2021 Revenue Budget Report

Account Code	Description	July 2021 Receipts	2020-21 Budget	Available (YTD)	% of Budget Received
01-1-01100-000-000	Local Property Taxes	(\$29,252.07)	(\$4,483,845.00)	(\$260,700.75)	94.18
01-1-01115-000-000	Carline Tax	\$0.00	(\$4,500.00)	(\$253.51)	94.36
01-1-01120-000-000	Pub Power 5% Gross	\$0.00	(\$7,200.00)	(\$366.59)	94.90
01-1-01125-000-000	Motor Vehicle Taxes	(\$24,411.77)	(\$240,000.00)	(\$3,573.80)	98.51
01-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$265.11)	\$0.00	\$16,944.45	0.00
01-1-01311-000-000	Tuition - Indiv Reg Ed	\$0.00	(\$4,000.00)	(\$2,000.00)	50.00
01-1-01331-000-000	Tuition Otr Dist Reg Ed	\$0.00	(\$50,000.00)	\$560.00	101.12
01-1-01423-000-000	Trans-Oth Dist SPED	\$0.00	(\$2,500.00)	(\$2,500.00)	0.00
01-1-01510-000-000	Interest	(\$510.15)	(\$18,000.00)	(\$11,896.13)	33.91
01-1-01911-000-000	Local License Fees	(\$1,860.00)	(\$2,000.00)	\$2,320.00	216.00
01-1-01920-000-000	Contributions and Donations From Private Sources	\$0.00	\$0.00	\$1,043.00	0.00
01-1-01955-000-000	Postsecondary Receipts	\$0.00	\$0.00	\$2,260.00	0.00
01-1-01980-000-000	Refund of Prior Year's Expenditures	\$0.00	\$0.00	\$2,517.50	0.00
01-1-01990-000-000	Other Local Receipts	(\$1,500.00)	(\$5,000.00)	\$15,601.62	412.03
01-1-02110-000-000	Co Fines & License Fees	(\$1,003.49)	(\$22,000.00)	(\$2,770.30)	87.40
01-1-02210-000-000	ESU Receipts	\$0.00	(\$3,400.00)	(\$3,400.00)	0.00
01-1-03110-000-000	State Aid	\$0.00	(\$832,763.00)	\$8,566.00	101.02
01-1-03120-000-000	Sped - School Age	\$0.00	(\$400,000.00)	\$131,007.00	132.75
01-1-03125-000-000	Sped Transport - SA	\$0.00	(\$22,000.00)	\$14,911.00	167.77
01-1-03130-000-000	Homestead Exemption	(\$9,357.26)	\$0.00	\$46,786.30	0.00
01-1-03131-000-000	Property Tax Credit	\$0.00	\$0.00	\$299,564.36	0.00
01-1-03132-000-000	Personal Prop Tax Credit	\$0.00	\$0.00	\$2,715.81	0.00
01-1-03133-000-000	Nameplate Capacity	\$0.00	\$0.00	\$2,058.28	0.00
01-1-03180-000-000	Pro-Rate Motor Vehicle	(\$2,525.49)	(\$9,500.00)	\$1,094.90	111.52
01-1-03400-000-000	State Apportionment	\$0.00	(\$55,000.00)	(\$2,105.84)	96.17
01-1-03512-000-000	Distance Ed Incentive	\$0.00	(\$5,500.00)	(\$5,500.00)	0.00
01-1-03535-000-000	High Ability Learners	\$0.00	(\$4,500.00)	\$445.00	109.88
01-1-03990-000-000	Other State Receipts	\$0.00	(\$1,000.00)	(\$1,000.00)	0.00
01-1-04105-000-000	eRate Funding	\$0.00	\$0.00	\$9,584.40	0.00
01-1-04310-000-000	REAP	\$0.00	(\$15,000.00)	\$13,999.64	193.33
01-1-04505-000-000	Title I	(\$85,813.90)	(\$55,000.00)	\$30,813.90	156.02
01-1-04509-000-000	Title II A	(\$16,057.00)	(\$15,000.00)	\$1,057.00	107.04
01-1-04516-000-000	IDEA Presc (619) Base, E/P	\$0.00	(\$4,000.00)	(\$4,000.00)	0.00
01-1-04518-000-000	IDEA Part B (611) Base, E/P	(\$79,429.00)	\$0.00	\$183,176.00	0.00
01-1-04519-000-000	IDEA E/Poverty	\$0.00	(\$96,000.00)	(\$96,000.00)	0.00
01-1-04525-000-000	Fed Voc (Carl Perkins)	\$0.00	(\$5,000.00)	(\$2,355.00)	52.90
01-1-04530-000-000	PBiS (SPDG) grant	\$0.00	\$0.00	\$2,050.47	0.00
01-1-04531-000-000	Title IV, Part B, 21st Century	\$0.00	(\$5,000.00)	\$28,462.00	669.24
01-1-04708-000-000	MIPS	\$0.00	(\$5,000.00)	\$23,298.03	565.96

01-1-04709-000-000	MAAPS	\$0.00	(\$12,000.00)	\$3,415.52	128.46
01-1-04969-000-000	Title IV, Part A	(\$10,000.00)	\$0.00	\$10,000.00	0.00
01-1-04996-000-000	ESSER CARES	\$0.00	\$0.00	\$49,200.31	0.00
01-1-05300-000-000	Sale Of Property	\$0.00	\$0.00	\$30.00	0.00
<b>Subtotal 01 - General Fund</b>		<b>(\$261,985.24)</b>	<b>(\$6,384,708.00)</b>	<b>\$505,060.57</b>	<b>107.91</b>
02-1-01510-000-000	Interest	(\$48.09)	(\$1,500.00)	(\$751.43)	49.90
02-1-05200-000-000	Gen Fund Transfer	\$0.00	(\$150,000.00)	(\$150,000.00)	0.00
<b>Subtotal 02 - Depreciation Fund</b>		<b>(\$48.09)</b>	<b>(\$151,500.00)</b>	<b>(\$150,751.43)</b>	<b>0.49</b>
03-1-01510-000-000	Interest On Account	(\$2.36)	(\$50.00)	(\$23.23)	53.54
<b>Subtotal 03 - Employee Benefit Fund</b>		<b>(\$2.36)</b>	<b>(\$50.00)</b>	<b>(\$23.23)</b>	<b>53.54</b>
06-1-01510-000-000	Interest On Account	(\$3.50)	(\$25.00)	\$1.82	107.28
06-1-01611-000-000	Student Lunch	\$0.00	(\$60,000.00)	(\$56,125.80)	6.45
06-1-01612-000-000	Student Breakfast	\$0.00	(\$10,000.00)	(\$9,883.45)	1.16
06-1-01620-000-000	Extra Items (A La Carte)	\$0.00	(\$20,000.00)	(\$3,587.62)	82.06
06-1-01630-000-000	Special Function Sales	\$0.00	\$0.00	\$166.84	0.00
06-1-01920-000-000	Contributions and Donations From Private Sources	\$0.00	\$0.00	\$946.00	0.00
06-1-01990-000-000	Other Local (Misc)	(\$121.86)	\$0.00	\$1,391.37	0.00
06-1-03150-000-000	State Lunch Reimb	\$0.00	(\$1,500.00)	\$128.98	108.59
06-1-04210-000-000	Federal Reimbursement	(\$1,549.98)	(\$135,000.00)	\$101,414.16	175.12
06-1-04996-000-000	ESSER CARES	\$0.00	\$0.00	\$29,186.69	0.00
06-1-05200-000-000	General Fund Transfer	\$0.00	(\$20,000.00)	(\$20,000.00)	0.00
<b>Subtotal 06 - School Nutrition Fund</b>		<b>(\$1,675.34)</b>	<b>(\$246,525.00)</b>	<b>\$43,638.99</b>	<b>117.70</b>
07-1-01100-000-000	Property Tax	(\$3,554.88)	(\$545,000.00)	(\$50,738.53)	90.69
07-1-01115-000-000	Carline Tax	\$0.00	(\$350.00)	\$153.09	143.74
07-1-01120-000-000	Pub Power 5% Gross	\$0.00	\$0.00	\$824.25	0.00
07-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$32.05)	(\$400.00)	\$554.19	238.54
07-1-01510-000-000	Interest	(\$133.26)	(\$5,000.00)	(\$3,654.10)	26.91
07-1-03130-000-000	Homestead Exemption	(\$1,137.35)	\$0.00	\$5,686.75	0.00
07-1-03131-000-000	Prop Tax Credit	\$0.00	\$0.00	\$36,411.44	0.00
07-1-03132-000-000	Personal Prop Tax Credit	\$0.00	\$0.00	\$330.11	0.00
07-1-03133-000-000	Nameplate Capacity	\$0.00	\$0.00	\$250.18	0.00
07-1-03180-000-000	Pro Rate MV	(\$306.97)	(\$1,000.00)	\$271.55	127.15
<b>Subtotal 07 - Bond Fund</b>		<b>(\$5,164.51)</b>	<b>(\$551,750.00)</b>	<b>(\$9,911.07)</b>	<b>98.20</b>
08-1-01100-000-000	Property Tax	(\$3,261.93)	(\$500,000.00)	\$22,612.38	104.52
08-1-01115-000-000	Carline Tax	\$0.00	(\$450.00)	\$56.95	112.65
08-1-01120-000-000	Pub Power 5% Gross	\$0.00	\$0.00	\$756.19	0.00
08-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$29.40)	\$0.00	\$1,056.08	0.00
08-1-01510-000-000	Interest	(\$138.58)	(\$750.00)	(\$75.65)	89.91

08-1-01920-000-000	Contributions and Donations From Private Sources	(\$2,500.00)	\$0.00	\$14,000.00	0.00
08-1-03130-000-000	Homestead Exempt	(\$1,043.44)	\$0.00	\$5,217.20	0.00
08-1-03131-000-000	Prop Tax Credit	\$0.00	\$0.00	\$33,404.84	0.00
08-1-03132-000-000	Personal Prop Tax Credit	\$0.00	\$0.00	\$302.85	0.00
08-1-03133-000-000	Nameplate Capacity	\$0.00	\$0.00	\$229.52	0.00
08-1-03180-000-000	Pro Rate MV	(\$281.63)	\$0.00	\$1,223.00	0.00
<b>Subtotal 08 - Special Building Fund</b>		<b>(\$7,254.98)</b>	<b>(\$501,200.00)</b>	<b>\$78,783.36</b>	<b>115.72</b>
09-1-01100-000-000	Property Tax	(\$0.18)	\$0.00	\$69.75	0.00
09-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$0.06)	\$0.00	\$20.37	0.00
09-1-01510-000-000	Interest	\$0.00	\$0.00	\$0.14	0.00
<b>Subtotal 09 - QCPUF Fund</b>		<b>(\$0.24)</b>	<b>\$0.00</b>	<b>\$90.26</b>	<b>0.00</b>
<b>Grand Total</b>		<b>(\$276,130.76)</b>	<b>(\$7,835,733.00)</b>	<b>\$466,887.45</b>	<b>105.96</b>

# Superior Public Schools

## July 2021 Expense Budget Report

FUND	FUNCTION	July 2021 Expenditures	2020-21 Budget	Actuals (YTD)	Available	% of Budget Spent
01 - General Fund	01100 - Regular Instruction	\$227,844.72	\$3,238,100.00	\$2,645,237.32	\$592,862.68	81.69
01 - General Fund	01125 - Regular Instructional Programs School Age (Flex-Spending)	\$0.00	\$6,960.00	\$6,293.07	\$666.93	90.42
01 - General Fund	01150 - Limited English Proficiency Programs	\$437.71	\$5,900.00	\$4,814.90	\$1,085.10	81.61
01 - General Fund	01160 - Poverty Programs	\$31,598.78	\$218,100.00	\$206,237.95	\$11,862.05	94.56
01 - General Fund	01200 - Special Education Instructional Programs - School Age	\$51,211.43	\$1,098,650.00	\$805,146.54	\$293,503.46	73.29
01 - General Fund	01291 - Special Education Instructional Programs - Ages 3-5	\$1,127.83	\$159,500.00	\$124,401.66	\$35,098.34	77.99
01 - General Fund	01292 - Special Education Instructional Programs - Ages 0-2	\$1,521.84	\$56,850.00	\$24,941.06	\$31,908.94	43.87
01 - General Fund	01300 - Summer School	\$2,923.57	\$27,740.00	\$3,403.70	\$24,336.30	12.27
01 - General Fund	01400 - Adult Education	\$0.00	\$3,200.00	\$2,736.45	\$463.55	85.51
01 - General Fund	02110 - Attendance and Social Work Services	\$0.00	\$8,000.00	\$4,914.62	\$3,085.38	61.43
01 - General Fund	02120 - Guidance Services	\$10,436.21	\$120,286.00	\$116,745.85	\$3,540.15	97.06
01 - General Fund	02130 - Health Services	\$0.00	\$16,700.00	\$7,760.72	\$8,939.28	46.47
01 - General Fund	02140 - Psychological Services	\$925.95	\$15,000.00	\$21,153.91	(\$6,153.91)	141.03
01 - General Fund	02141 - Psychological Services - SPED - School Age	\$10,076.71	\$56,000.00	\$85,100.13	(\$29,100.13)	151.96
01 - General Fund	02142 - Psychological Services - SPED - Ages 3-5	\$0.00	\$5,000.00	\$906.86	\$4,093.14	18.14
01 - General Fund	02143 - Psychological Services - SPED - Ages 0-2	\$0.00	\$3,450.00	\$1,766.97	\$1,683.03	51.22
01 - General Fund	02151 - Speech Pathology and Audiology Services - SPED - School Age	\$9,285.89	\$196,250.00	\$158,661.07	\$37,588.93	80.85
01 - General Fund	02152 - Speech Pathology and Audiology Services - SPED - Ages 3-5	\$2,036.58	\$22,300.00	\$26,051.79	(\$3,751.79)	116.82
01 - General Fund	02153 - Speech Pathology and Audiology Services - SPED - Ages 0-2	\$1,500.32	\$10,000.00	\$13,676.88	(\$3,676.88)	136.77
01 - General Fund	02161 - Occupational Therapy-Related Services - SPED - School Age	\$1,740.25	\$21,000.00	\$15,461.35	\$5,538.65	73.63
01 - General Fund	02162 - Occupational Therapy-Related Services - SPED - Ages 3-5	\$364.50	\$8,000.00	\$4,392.90	\$3,607.10	54.91
01 - General Fund	02163 - Occupational Therapy-Related Services - SPED - Ages 0-2	\$140.00	\$4,000.00	\$1,456.25	\$2,543.75	36.41
01 - General Fund	02171 - Physical Therapy-Related Services - SPED - School Age	\$0.00	\$13,000.00	\$5,896.00	\$7,104.00	45.35
01 - General Fund	02172 - Physical Therapy-Related Services - SPED - Ages 3-5	\$0.00	\$4,000.00	\$2,144.00	\$1,856.00	53.60
01 - General Fund	02173 - Physical Therapy-Related Services - SPED - Ages 0-2	\$284.75	\$2,000.00	\$1,155.75	\$844.25	57.79
01 - General Fund	02181 - Visually Impaired or Vision Services - SPED - School Age	\$444.18	\$5,000.00	\$2,874.74	\$2,125.26	57.49
01 - General Fund	02190 - Support Services - Student - Other	\$7,927.90	\$30,100.00	\$23,255.69	\$6,844.31	77.26
01 - General Fund	02211 - School Improvement	\$0.00		\$1,066.15	(\$1,066.15)	
01 - General Fund	02212 - Instruction and Curriculum Development	\$4,140.80	\$29,500.00	\$54,617.00	(\$25,117.00)	185.14
01 - General Fund	02213 - Instructional Staff Training	\$170.56	\$14,000.00	\$2,193.32	\$11,806.68	15.67

01 - General Fund	02220 - Library or Media Services	\$5,789.92	\$123,100.00	\$112,168.92	\$10,931.08	91.12
01 - General Fund	02224 - Educational Television Services	\$305.49	\$7,000.00	\$4,328.74	\$2,671.26	61.84
01 - General Fund	02230 - Instruction-Related Technology	\$10,514.86	\$99,900.00	\$91,979.78	\$7,920.22	92.07
01 - General Fund	02240 - Academic Student Assessment	\$0.00	\$6,500.00	\$789.93	\$5,710.07	12.15
01 - General Fund	02310 - Board of Education	\$0.00	\$25,800.00	\$24,968.15	\$831.85	96.78
01 - General Fund	02320 - Executive Administration	\$19,225.11	\$230,040.00	\$212,002.19	\$18,037.81	92.16
01 - General Fund	02330 - District Legal Services	\$1,160.00	\$8,000.00	\$11,076.20	(\$3,076.20)	138.45
01 - General Fund	02410 - Office of the Principal	\$32,693.44	\$385,000.00	\$352,149.30	\$32,850.70	91.47
01 - General Fund	02510 - Fiscal Services	\$15,535.90	\$162,000.00	\$142,164.69	\$19,835.31	87.76
01 - General Fund	02530 - Printing, Publishing, and Duplicating Services	\$0.00	\$1,000.00	\$650.00	\$350.00	65.00
01 - General Fund	02570 - Personnel Services	\$150.00	\$9,000.00	\$6,937.00	\$2,063.00	77.08
01 - General Fund	02610 - Operation of Buildings	\$26,097.06	\$239,100.00	\$294,926.46	(\$55,826.46)	123.35
01 - General Fund	02620 - Maintenance of Buildings	\$16,561.98	\$206,900.00	\$155,651.22	\$51,248.78	75.23
01 - General Fund	02630 - Care and Upkeep of Grounds	\$7,402.50	\$79,100.00	\$21,901.26	\$57,198.74	27.69
01 - General Fund	02650 - Vehicle Operation and Maintenance (Other Than Student Transportation Vehicles)	\$219.05	\$5,000.00	\$3,045.46	\$1,954.54	60.91
01 - General Fund	02660 - Security	\$725.00	\$17,000.00	\$14,494.46	\$2,505.54	85.26
01 - General Fund	02670 - Safety	\$0.00	\$7,900.00	\$2,101.82	\$5,798.18	26.61
01 - General Fund	02710 - Vehicle Operation and Purchasing - Regular Education	\$8,595.75	\$270,800.00	\$174,937.72	\$95,862.28	64.60
01 - General Fund	02712 - Vehicle Operation and Purchasing - School Age SPED	\$1,759.02	\$44,500.00	\$57,945.80	(\$13,445.80)	130.22
01 - General Fund	02713 - Vehicle Operation and Purchasing - Below Age 5 SPED	\$38.14	\$32,500.00	\$24,769.08	\$7,730.92	76.21
01 - General Fund	02730 - Vehicle Servicing and Maintenance - Regular Education	\$250.00	\$13,450.00	\$14,524.47	(\$1,074.47)	107.99
01 - General Fund	02732 - Vehicle Servicing and Maintenance - School Age SPED	\$79.95	\$12,500.00	\$2,375.90	\$10,124.10	19.01
01 - General Fund	02733 - Vehicle Servicing and Maintenance - Below Age 5 SPED	\$0.00	\$5,500.00	\$1,791.06	\$3,708.94	32.56
01 - General Fund	03535 - High Ability Learners	\$192.74	\$25,800.00	\$20,357.53	\$5,442.47	78.91
01 - General Fund	06200 - Federal Services - Title I, Part A ESSA Improving Basic Programs Operated by Local Educational Agencies	\$7,385.74	\$91,000.00	\$85,813.90	\$5,186.10	94.30
01 - General Fund	06310 - Federal Services - Title II, Part A ESSA Supporting Effective Instruction	\$0.00	\$26,057.00	\$26,057.00	\$0.00	100.00
01 - General Fund	06406 - Federal Services - IDEA Preschool (619) Base Allocation	\$0.00	\$4,000.00	\$3,956.00	\$44.00	98.90
01 - General Fund	06408 - Federal Services - IDEA Part B (611); Base & Enrollment Poverty - Ages 0-21	\$14,897.69	\$104,871.00	\$94,327.49	\$10,543.51	89.95
01 - General Fund	06690 - Federal Services - Other Federal Non-Categorical Expenditures	\$4,741.98		\$6,010.72	(\$6,010.72)	
01 - General Fund	06968 - Federal Services - 21st Century Learning	\$5,951.13	\$74,625.00	\$46,876.99	\$27,748.01	62.82
01 - General Fund	06992 - Federal Services - REAP	\$0.00	\$32,807.00	\$29,019.64	\$3,787.36	88.46
01 - General Fund	06996 - CARES Act ESSER	\$0.00		\$3,909.00	(\$3,909.00)	
01 - General Fund	06997 - ESSER II	\$17,076.60		\$122,255.73	(\$122,255.73)	
01 - General Fund	06998 - ESSER III	\$16,566.11		\$16,566.11	(\$16,566.11)	
01 - General Fund	08000 - Transfers (Outgoing)	\$0.00	\$55,000.00	\$35,000.00	\$20,000.00	63.64
<b>Subtotal 01 - General Fund</b>		<b>\$580,055.64</b>	<b>\$7,804,336.00</b>	<b>\$6,592,294.32</b>	<b>\$1,212,041.68</b>	

02 - Depreciation Fund	02900 - Other Support Services	\$0.00	\$863,006.00	\$120,123.87	\$742,882.13	13.92
<b>Subtotal 02 - Depreciation Fund</b>		<b>\$0.00</b>	<b>\$863,006.00</b>	<b>\$120,123.87</b>	<b>\$742,882.13</b>	
03 - Employee Benefit	02900 - Other Support Services	\$0.00	\$118,523.00	\$44,922.91	\$73,600.09	37.90
<b>Subtotal 03 - Employee Benefit Fund</b>		<b>\$0.00</b>	<b>\$118,523.00</b>	<b>\$44,922.91</b>	<b>\$73,600.09</b>	
06 - School Nutrition	03100 - Food Services Operations	\$2,911.50	\$270,000.00	\$260,115.22	\$9,884.78	96.34
<b>Subtotal 06 - School Nutrition Fund</b>		<b>\$2,911.50</b>	<b>\$270,000.00</b>	<b>\$260,115.22</b>	<b>\$9,884.78</b>	
07 - Bond Fund	05000 - Debt Service	\$0.00	\$622,300.00	\$530,848.75	\$91,451.25	85.30
<b>Subtotal 07 - Bond Fund</b>		<b>\$0.00</b>	<b>\$622,300.00</b>	<b>\$530,848.75</b>	<b>\$91,451.25</b>	
08 - Special Building	02620 - Maintenance of Buildings	\$0.00	\$743,716.00	\$14,914.40	\$728,801.60	2.01
08 - Special Building	04100 - Land Acquisition	\$169,792.94		\$169,792.94	(\$169,792.94)	
08 - Special Building	04700 - Building Improvements	\$0.00	\$100,000.00	\$114,143.00	(\$14,143.00)	114.14
<b>Subtotal 08 - Special Building Fund</b>		<b>\$169,792.94</b>	<b>\$843,716.00</b>	<b>\$298,850.34</b>	<b>\$544,865.66</b>	
09 - QCPUF Fund	04500 - Building Acquisition and Construction	\$0.00	\$10,546.00	\$3,804.57	\$6,741.43	36.08
<b>Subtotal 09 - QCPUF Fund</b>		<b>\$0.00</b>	<b>\$10,546.00</b>	<b>\$3,804.57</b>	<b>\$6,741.43</b>	
<b>Grand Total</b>		<b>\$752,760.08</b>	<b>\$10,532,427.00</b>	<b>\$7,850,959.98</b>	<b>\$2,681,467.02</b>	

# Superior Public Schools

## August 2021 Check Listing Report

Payee	Description	Amount
Academic Therapy Publications	Reading Room books	\$1,044.60
Academic Therapy Publications	Reading Room books	\$2,292.00
Alexander Motors, Inc	Van 1 repairs	\$775.36
Amazon Capital Services	Fierstein books	\$70.38
Amazon Capital Services	Kuhlmann Math supplies	\$736.68
Amazon Capital Services	Zimmerer supplies	\$657.93
Amazon Capital Services	Calming area supplies	\$143.88
Amazon Capital Services	Blueprint organizer	\$200.00
Amazon Capital Services	headphones, keyboard	\$396.93
Amazon Capital Services	Calming area supplies	\$144.99
Amazon Capital Services	C Utecht supplies	\$224.83
Amazon Capital Services	Zimmerer supplies	\$1,964.68
Amazon Capital Services	flashdrives for seniors	\$73.44
Amazon Capital Services	Calming area supplies	\$16.52
Amazon Capital Services	Library books & supplies	\$248.32
Amazon Capital Services	Amazon Prime membership fee	\$649.00
Amazon Capital Services	Rachel Renz supplies	\$106.27
Amazon Capital Services	C Utecht supplies	\$392.30
Apple Inc.	Loucks computer	\$799.00
ASCAP	2021-2022 Music licensing fee	\$369.51
ASK Supply Company	glass cloths, chair mat	\$236.31
B-Green Lawn Care	Lawn application #3	\$750.00
B-Green Lawn Care	sprinkler repair	\$45.00
Baker & Son Disposal LLC	dumpster x2	\$939.85
Benchmark Education Company LLC	K-5 Book Room books	\$22,027.50
Berniklau Education Solutions Team	XF Qtr 4 tuition	\$8,093.24
Bomgaars Supply	tools	\$12.97
Brodstone Memorial Hospital	Crouch PK Van physical	\$189.00
Committee for Children	2021-22 MS Second Step	\$2,259.00
Computer Hardware Inc	Student iPads	\$738.00
Curriculum Leadership Institute	2021-22 contract, pymt 1	\$4,775.00
Curriculum Leadership Institute	2021-22 contract, pymt 2	\$2,850.00
Curriculum Leadership Institute	ELA, SS, Sci PD mileage, lodging, per diem	\$430.20
David Kilpatrick Inc	Reading Professional Development	\$100.00
Decker Equipment	classroom clocks	\$264.66
Depreciation Fund	2020-21 transfer-Comp Hardware	\$30,000.00
Depreciation Fund	2020-21 transfer-Textbooks	\$80,000.00
Depreciation Fund	2020-21 transfer-bus acquisition	\$90,000.00
Dude Solutions, Inc	consulting services	\$610.47
Eakes Office Solutions	Heath supplies	\$235.19
Eakes Office Solutions	Heath supplies	\$20.90
Educational Service Unit #10	C Utecht Autisim workshop	\$30.00
Educational Service Unit #10	Trumble Autisim workshop	\$30.00
Educational Service Unit #4	Fierstein Leadership Conference	\$189.00
Eggers Motor Service & Sales	Bus 16 repairs	\$12,790.32
Employee Benefit Fund	2021-22 Early Retirement transfer	\$40,000.00
ESU Coordinating Council	2021-22 Movie site license	\$330.00
FES	2021-22 Web hosting	\$1,600.00
Glenwood Telecommunications	Aug 2021 internet services	\$235.95
Glenwood Telecommunications	Aug 2021 landlines	\$184.98
Hometown Leasing	copiers/printers lease	\$1,777.00
Ideal Market	PK supplies	\$16.02
Ideal Market	custodial supplies	\$16.50

Ideal Market	summer school supplies	\$65.75
Innovative Office Solutions	Central Office supplies	\$186.09
Innovative Office Solutions	Heusinkvelt supplies	\$57.85
Jodi Fierstein	cell phone stipend	\$50.00
John Druba	June 2021 trash service	\$185.00
JW Pepper & Son Inc	Band books	\$24.96
Kansas City Audio-Visual, Inc	Clear Touch boards	\$20,236.37
Kenny's Lumber and Farm Supply Inc	maintenance supplies	\$152.24
Lawson Products	custodial supplies	\$281.66
Lawson Products	custodial supplies	\$241.67
Logan Christianity	cell phone stipend	\$50.00
Marty Kobza	cell phone stipend	\$50.00
Master Teacher (The)	B Cook 2021-22 subscription	\$1,144.00
Matheson Tri-Gas Inc	welding gas lease	\$46.58
Maverick Industries, Inc	Elem cooling system service call	\$200.00
McGraw Hill LLC	Math Teacher Editions	\$716.39
McGraw Hill LLC	Secondary Math digital teacher editions	\$744.00
McGraw Hill LLC	MS Math digital student materials	\$2,233.25
McGraw Hill LLC	MS Math digital student materials	\$2,230.90
McGraw Hill LLC	Algebra I Teacher Guides	\$216.02
McGraw Hill LLC	Algebra 1, Vol 2 Teacher Guides	\$216.02
McGraw Hill LLC	MS Math Teacher Edition	\$14.75
Meininger Fire Protection, Inc	fire sprinkler inspection	\$425.00
National Art & School Supplies Inc	Elem supplies	\$21.86
National Inventors Hall of Fame	Kids Club-Club Invention Bundle	\$4,000.00
Nebraska Secretary of State	Williams notary renewal	\$30.00
Nex-Tech	security cameras lease	\$725.00
Nex-Tech	offsite backup	\$260.00
One Source	D Freeman background check	\$15.00
Petro Plus	mower gas	\$283.62
Petro Plus	cust/staff gas	\$159.35
Petro Plus	PALLS Van 7 gas	\$62.50
Petro Plus	bus/van gas	\$209.60
Pine Cove Consulting, LLC	monthly restore	\$295.00
Pine Cove Consulting, LLC	monthly managed services, network	\$3,256.66
PowerSchool Group LLC	2021-2022 Applicant Tracking	\$1,116.00
PowerSchool Group LLC	2021-2022 Schoology	\$4,134.38
Precision Signs & Graphics	room signs	\$260.55
Robert Cook	cell phone stipend	\$50.00
Robert Miller	Proactive Coaching presentation	\$1,912.00
Rutt's Heating & AC - Mechanical	Trane heat pump repair	\$585.00
Sam's Club/Synchrony Bank	Boyles TV	\$428.00
Sam's Club/Synchrony Bank	Lithium batteries	\$21.98
Sam's Club/Synchrony Bank	Trumble-iPad, case	\$348.88
Scholastic Inc.	2021-22 PK subscriptions	\$242.00
Scholastic Inc.	2021-22 Secondary subscriptions	\$1,769.15
SchoolMate	student planners	\$488.00
South Central Nebraska USD #5	2020-21 OT benefits	\$7,068.01
Strategic Intervention Solutions	Math curriculum supplies	\$7,272.33
Superior Ace Hardware	command strips	\$23.98
Superior Ace Hardware	maintenance supplies	\$215.64
Superior Fire Extinguisher Co	Fire extinguisher inspections	\$303.00
Superior Fire Extinguisher Co	Vehicle fire extinguisher inspections	\$426.00
Superior Motor Parts	SPED Bus 17 battery	\$147.79
Superior Motor Parts	Bus batteries	\$298.89
Superior Outdoor Power Center	mower repair	\$37.55
Superior Outdoor Power Center	mower maint supplies	\$72.66
Superior Publishing Co., Inc	Arsenian stamps	\$73.00
Superior Publishing Co., Inc	Elem report cards	\$75.00

Superior Publishing Co., Inc	Activity Handbooks	\$365.00
Superior Publishing Co., Inc	letterhead	\$60.00
Superior Publishing Co., Inc	Newsletters, postage	\$824.03
Superior Publishing Co., Inc	mtg notice/proceedings	\$123.33
Superior Publishing Co., Inc	para ads	\$46.20
Superior Publishing Co., Inc	mtg notice/proceedings	\$63.71
Superior Publishing Co., Inc	para ads	\$30.80
Superior Utilities	monthly utilities	\$9,049.00
The Sherwin Williams Co	paint	\$144.65
Time in a Bottle	sand timers	\$500.00
Troys Automotive	SPED '10 Impala repairs	\$30.00
U.S. Bank	Hulu monthly subscription	\$69.54
U.S. Bank	Heggerty-Reading supplies	\$388.67
U.S. Bank	Tech Curriculum-library	\$105.00
U.S. Bank	VB camps vehicle fuel	\$238.41
U.S. Bank	NDE-NECPRS GOLD Training	\$20.35
University of Missouri-Columbia AR	2021-2022 NEE annual fee	\$2,750.00
Verizon Wireless	afterschool program phone	\$51.21
Verizon Wireless	custodian phone	\$51.21
Verizon Wireless	PALLS Van 7 phone	\$19.02
Verizon Wireless	PALLS Van 8 phone	\$19.02
Verizon Wireless	bus/van phones	\$184.35
Verizon Wireless	SPED '10 Impala phone	\$19.02
Verizon Wireless	SPED Bus 17 phone	\$19.02
Voyager Sopris Learning	Power Reading Textbooks	\$1,717.42
Voyager Sopris Learning	Reading Professional Development	\$7,731.90
WageWorks, Inc.	Flex plan admin fee	\$220.50
Woodwards Disposal	shredding service	\$20.00
		\$404,401.92
August 2020 GF Payroll & Benefits		\$439,846.91
	<b>Total</b>	<b>\$844,248.83</b>

# **Superior Middle/High School Activities Handbook**



**Rules and Regulations  
2021- 2022**

## TABLE OF CONTENTS

<b><u>Introduction</u></b> .....	1
----------------------------------	---

<b><u>Notice of Nondiscrimination</u></b> .....	2-3
---	-----

### Section One

#### **General Information about the Activities Program**

Academic Eligibility .....	4
Attendance at Practices and Contests.....	4
Closings.....	4
Complaint Procedure .....	5
Concussion Awareness .....	5-6
Dances .....	6-7
Electronic Communication .....	7
Equipment .....	7-8
Fundraising.....	8
Individual Training Rules and Rules of Conduct.....	8
Initiations and Hazing .....	8
Injuries.....	8-9
Insurance.....	9
Lettering Requirements .....	9-10
Management of Student Funds .....	11
Mascot.....	11
Meetings of Clubs/Societies/Organizations .....	11
Practices.....	11
Regulations Governing Classes and Organizations .....	11-12
Senior Class Activities .....	12
Secret Organizations .....	12
Student Manager, Helpers, or Activity Aids .....	12
Sunday and Wednesday Night Activities .....	12-13
Transportation .....	13
Weight Room.....	13
Yearbook Photographs.....	13

### Section Two

#### **Available Activities**

Art Club .....	14
Band.....	14
Community Service Club .....	14
Family, Career and Community Leaders of America (FCCLA).....	14
Future Business Leaders of America (FBLA) .....	14
Future Farmers of America (FFA).....	14
National Honor Society.....	14-15

Quill and Scroll .....	15
S-Club .....	15
Student Council .....	15
Student Publications.....	15

**Section Three**

**Nebraska State Activity Association Rules**

Eligibility .....	16-17
NSAA Sportsmanship Rules.....	18

**Section Four**

**Code of Conduct**

Standard of Conduct.....	19
Coach and Sponsor Rules.....	19
Prohibited Conduct .....	19-21
Discipline .....	21-22
Evaluation, Counseling, and Treatment.....	22
Reporting of Incident .....	22-23
Discipline Procedures.....	23
Review of Coach’s Decision .....	23
Misrepresentations .....	23
Questions .....	24
Assistance .....	24
Student Record.....	24

**Section Five**

**A Parent’s Guide to Concussions**

What is a concussion?.....	25
Concussion Facts .....	25
What are the signs and symptoms of a concussion?.....	25
What should I do if I think my child has had a concussion?.....	26
When in doubt – sit them out.....	26
When may an athlete return to play following a concussion? .....	26-27
How can a concussion affect school work? .....	27
What can you do?.....	27
Other frequently asked questions .....	27-29

**Section Six**

**Title IX Policy**

Title IX Policy Information.....	30-47
----------------------------------	-------

## Introduction

Student participation in extracurricular activities has been linked to improved attendance, higher academic achievement, and greater student self-confidence and self-esteem. Superior Public Schools provides students with the opportunity to participate in a comprehensive activities program which includes athletics, fine arts, and select clubs or organizations associated with academic areas.

Although the school district believes strongly in the value of student activities, participation in the activities program is a privilege, not a right. Students must obey the rules set out in this handbook and any additional rules created by their coach or activity sponsor. This handbook is advisory and does not create a “contract” with parents, students or staff. The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

**Please read this handbook carefully. Students and their parents are responsible for complying with all of the rules and procedures detailed in this booklet.**

**Parents must sign the acknowledgement and permission to participate form at the end of this handbook before their student will be permitted to participate in the activity programs of the district.**

The provisions in this handbook are subject to change at the sole discretion of the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that it is up to date. If you have any questions regarding this handbook, please contact the Superintendent for assistance.

## Notice of Nondiscrimination

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Marty Kobza  
Title: Superintendent  
Address: Superior Public Schools District 65-0011  
601 West 8<sup>th</sup> Street  
Superior, NE 68978  
Telephone: (402) 879-3257 ext. 127  
E-mail: mkobza@superiorwildcats.org

For further information on notice of nondiscrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481.

For additional prohibited discrimination and related information, please review school district Policy 4001 – Nondiscrimination.

The Superior Public Schools District 65-0011 offers the following career and technical education programs for all students regardless of race, color, national origin, including those with limited English proficiency, sex or disability in grades 9-12: *Business Education, Agricultural Education and Industrial Arts*. Persons seeking further information concerning the career and technical education offerings and specific pre-requisite criteria should contact.

Marty Kobza, Superintendent  
Superior Public Schools District 65-0011  
601 West 8<sup>th</sup> Street  
Superior, NE 68978  
(402) 879-3257 ext. 127  
mkobza@superiorwildcats.org

## Aviso de no discriminación

El distrito escolar no discrimina por motivos de raza, color, origen nacional, sexo, discapacidad o edad en sus programas y actividades, y brinda acceso equitativo a los Boy Scouts y otros grupos juveniles designados. La siguiente persona ha sido designada para manejar las consultas relacionadas con las políticas de no discriminación:

Nombre: Marty Kobza  
Título: Superintendente  
Dirección: Escuelas Públicas Superiores Distrito 65-0011

601 West 8th Street  
Superior, NE 68978  
Teléfono: (402) 879-3257 ext. 127  
Correo electrónico: mkobza@superiorwildcats.org

Para obtener más información sobre la notificación de no discriminación, visite <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> para obtener la dirección y el número de teléfono de la oficina que atiende en su área o llame al 1-800-421-3481.

Para más discriminación prohibida e información relacionada, revise la Política del distrito escolar 4001 - No discriminación.

El Distrito 65-0011 de las Escuelas Públicas Superiores ofrece los siguientes programas de educación técnica y profesional para todos los estudiantes, independientemente de su raza, color, origen nacional, incluidos aquellos con dominio limitado del inglés, sexo o discapacidad en los grados 9-12: Educación Empresarial, Educación Agrícola y Artes Industriales. Las personas que deseen obtener más información sobre las ofertas de educación profesional y técnica y los criterios específicos de requisitos previos deben ponerse en contacto.

Marty Kobza, Superintendente  
Distrito de Escuelas Públicas Superiores 65-0011  
601 West 8th Street  
Superior, NE 68978  
(402) 879-3257 ext. 127  
mkobza@superiorwildcats.org

## **SECTION ONE: GENERAL INFORMATION ABOUT THE ACTIVITIES PROGRAM**

### **Academic Eligibility**

To be eligible to participate in the school's activity programs, each student must (1) meet Nebraska State Activities Association (NSAA) requirements concerning scholastic eligibility (see Section Three of this Handbook), (2) be registered for 20 credit hours per semester and be in regular attendance, and (3) have not less than a 70% grade in two or more classes for a period of one week to remain eligible to participate in any portion of the activities program. The period of ineligibility will be from the following Monday to Sunday of the school week when a student has attained ineligible status. Participants must attend practices and participate in all conditioning during any period of ineligibility.

The school district will notify a participant and his or her parents whenever the participant is declared academically ineligible.

Students may not participate in any activity, performance, or practice while serving a short-term suspension, long-term suspension, or expulsion from school.

### **Attendance at Practices and Contests**

Participants in the activities program are expected to attend and be on time at all practices and meetings scheduled by the coach or sponsor. Participants may be excused for absences resulting from a participant's illness, a death in the family, a doctor's appointment, a court appearance, or other absences that are arranged in advance. The coach, sponsor, or director of an activity may require a participant who has an excused absence to complete an alternate assignment for missing a practice, meeting, event, performance, or contest. A participant who is unable to attend a scheduled practice, meeting, or game must contact the coach or sponsor in advance. Students who are absent from school due to illness are not required to provide the coach or sponsor with additional notification of the student's absence from practice.

Students who are absent from school for any part of the day will not be permitted to practice or participate in an athletic contest or activity performance unless the student has the building principal's prior permission to participate despite the absence.

If a participant misses a scheduled contest or performance, the coach or sponsor may impose discipline up to and including suspension of the participant from the activity for the remainder of the season or length of the activity.

Students participating in an activity should contact their teachers for make-up work prior to leaving for the activity. All of the student's teachers will need to sign the student's sign out sheet, signifying that the student has completed the necessary homework. Homework that is due for the day of the absence will need to be completed before the student leaves for the activity. If the student is not signed out by the teacher, the student will not be allowed to attend the activity.

## **Closings**

Unless the administration determines that it is permissible for the activity to continue as scheduled, all activities will be cancelled or postponed in the event that school has been called off for inclement weather or any other reason as determined by the administration, unless the administration determines that it is permissible for the activity to continue as scheduled.

## **Complaint Procedure**

To reduce conflicts in the school's activities program, students and/or their parents should use district's formal complaint procedure to manage conflicts about the program. The complaint procedure is printed in the school's student handbook and may be found on the district's web site: <https://www.superiorwildcats.org>.

## **Concussion Awareness**

The Nebraska Unicameral has found that concussions are one of the "most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed."

The School District will:

- a. Require all coaches and trainers to complete one of the following on-line courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury:
  - Heads UP Concussions in Youth Sports
  - Concussion in Sports—What You Need to Know
  - Sports Safety International
  - ConcussionWise
  - ACTive™ Athletic Concussion Training for Coaches; and
- b. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
  - 1 The signs and symptoms of a concussion;
  - 2 The risks posed by sustaining a concussion; and
  - 3 The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

- a. has been evaluated by a licensed health care professional;
- b. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and
- c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

- a. the date and approximate time of the injury suffered by the student,
- b. the signs and symptoms of a concussion or brain injury that were observed, and
- c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school will not take any additional or independent steps to verify the individual's qualifications.

## **Dances**

School dances are part of the district's extracurricular activity program. Students who wish to participate in school dances must comply with the activity code. Students may be prohibited from participating in school dances as a consequence for violating school rules or these activity rules.

### **Middle School Dances**

Middle school dances (6-8) are restricted to students currently enrolled in the Superior Middle school and will be sponsored by middle school teachers and parents. Any organization wishing to sponsor a middle school dance must obtain permission from the principal regarding date and times. **Each dance must be sponsored by at least two faculty members and one additional adult couple.** Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible will not be allowed to attend school dances.

### **High School Dances**

All high school dances are restricted to Superior High School students and their guests. Any organization wishing to sponsor a dance must obtain permission from the principal regarding date and times. **Each dance must be sponsored by at least two faculty**

**members and one additional adult couple.** Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible will not be allowed to attend school dances.

### **Junior/Senior Prom**

Members of the Superior High School junior and senior classes may invite guests to the prom under the following rules:

1. All guests must be cleared through the principal's office. The name of the guest must be submitted to the principal ahead of time.
2. Guests are expected to follow all rules the students must follow. Each student is responsible for his/her guest's conduct.
3. Appropriate attire is expected. **No blue jeans, shorts, or t-shirts will be allowed at the banquet or dance for prom.** Black dress jeans will be acceptable.
4. **Students who are ineligible will not be allowed to attend prom.**

### **Homecoming**

The selection of Homecoming Queen and Homecoming King candidates shall be made by the entire student body. The male and female students with the highest scores among the candidates will be the Homecoming Royalty Court. The male and female with the highest scores from this vote will be the Homecoming King and Queen.

On the ballot, students will vote on (1) male and (1) female from the senior class that have met the requirements to be on the ballot. The ballots will be based on the following standards:

Number of Students in Senior Class	Number of Candidates
45 or more	12 candidates
35-44	10 candidates
25-34	8 candidates
24 or less	6 candidates

Candidates must be a member of the current senior class and must have a minimum of an 80% grade point average upon completion of his/her junior year. Homecoming activities will be coordinated by the Student Council.

### **Electronic Communication**

The school board supports the use of technology by coaches, extracurricular sponsors, and other staff members to communicate with students for legitimate educational, extracurricular, and other school-related purposes. However, electronic communication between students and teachers, sponsors, and coaches shall be appropriate at all times and shall not violate any law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education ("Rule 27"). Please see the Social Media Policy For School District Employees for further explanation.

## **Equipment**

Each participant in the athletic portion of the activities program will be issued a locker to store his/her personal belongings and school equipment that has been checked out. Students should secure their athletic lockers with combination locks.

School-owned clothing or equipment that is checked out to individual students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for the intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Each participant is responsible for all equipment checked out to him/her. Students will be assessed the replacement cost for school equipment that has been check out to him/her and is lost or stolen.

## **Fundraising**

All school-sponsored fundraising activities must be approved by a member of the school district administration. Fundraising for any activity must comply with the district's policies, including applicable provisions specifically pertaining to Booster Clubs and PTOs for non-school-sponsored fundraising. Use of the school mascot shall not be permitted unless approved by the superintendent or designated individual.

## **Individual Training Rules and Rules of Conduct**

Head coaches or sponsors may develop additional training rules or rules of conduct for their activity. Students are responsible for knowing these rules and complying with them.

## **Initiations and Hazing**

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

## Injuries

Participants who suffer any type of injury while involved in extracurricular activities must notify the coach or sponsor immediately. The coach or sponsor will then evaluate the injury and, if necessary, notify the participant's parents or seek immediate medical treatment.

If at any time during participation a doctor removes an athlete from participation because of an illness or injury, the athlete must have a written release from a doctor before participating again. The written release must be given to the coach or sponsor of the activity.

Note: The release requirement will be satisfied if the initial doctor's order specifies the duration of the student's restriction from participation and/or competition. Also see Concussion Awareness above.

## Insurance

The school district does not provide medical or other insurance coverage for students who participate in athletic contests or other activities. It is the parents' responsibility to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or other activities.

The school district makes an accident insurance plan available for purchase by participants and their families through an authorized insurance agent. Information about policies which families may purchase will be available prior to each sports season and at fall registration.

## Lettering Requirements

The following guidelines will be used in determining students' eligibility for lettering:

**Football:** The athlete must participate in twelve quarters of varsity play, complete the season, and/or have the recommendation of the head coach.

**Volleyball:** The athlete must participate in 16 total games, complete the season, and/or have the recommendation of the head coach.

**Basketball:** The athlete must participate in 16 quarters, complete the season, and/or have the recommendation of the head coach.

**Golf:** The athlete must participate in 50% of the varsity golf meets, complete the season, and/or have the recommendation of the head coach.

**Track:** The athlete must average 1.5 points per meet scheduled, participate in 50% of all the meets, or place in an individual event at the conference or district meets, or be a member of a relay team which places third or higher in the conference or district meets, or participate as a member of a relay team at the state meet, complete the season, and/or have the head coach's recommendation.

**Wrestling:** The athlete will earn a letter if they qualify for the state tournament, have a record over .500 and have medaled at over half of the individual meets, complete the season and/or have the recommendation of the head coach.

**Cross Country:** The athlete must compete in at least 70% of the varsity meets, complete the season in good standing, and/or have the recommendation of the head coach.

**Student Managers:** The student manager must complete the season and have the recommendation of the head coach of the sport involved.

**Instrumental and Vocal Music:** In order to letter in music, a student must acquire 50 points throughout the school year. Points are awarded for the following:

1. **Grades:** A = 15 points per semester, B = 10 points per semester, C-F = no points awarded
2. **Extra Performances:** Not including school concerts or contest = 10 points
3. **Honor Bands:** Audition for an honor band but not selected = 10 points, audition for an honor band and are selected = 20 points.
4. **District Music Contest:** Perform a solo = 10 points, perform in a small group = 10 points.
5. **Help Superior Music Boosters:** Points will vary depending on participation.
6. **A student may also letter based on a recommendation from the instrumental or vocal music instructor.**

**Speech\Drama:** In order to letter in speech and/or drama participants will need to meet the following criteria:

1. In order to letter in Speech the participant must not have any unexcused absences, have competed in all meets (barring any unforeseen emergencies), and have placed in at least one varsity meet and/or have the recommendation of the head coach.
2. In order to letter in Drama the participant must not have any unexcused absences, have competed in all meets (barring any unforeseen emergencies), and have achieved distinction at any meet throughout the year and/or have the recommendation of the head coach.

**Drill Team:** The drill team member must meet the following requirements to letter:

1. Perform in 90% of performances. This includes pep rallies, parades, and any other "spirit activity".
2. Stay off the academic down list during the entire season.
3. Any suspension from any other requirements listed in the drill team constitution will result in the loss of the member's letter.

### **Management of Student Funds**

All teachers are advised to read the policy concerning monies of organizations within the school. All clubs or school-connected organizations' finances are under the direct control of the sponsor through the Superintendent's office. Clubs or other organizations must make arrangements to see that all monies collected or raised through the sale of tickets, articles, or materials are deposited in the school activity account in the name of the organization. The School Board does not permit any organization to bank money in any other manner.

### **Mascot**

The official emblem for boys' and girls' athletic teams is the Wildcats. The mascot cannot be used for non-school-sponsored purposes unless approved by the superintendent.

### **Meetings of Clubs/Societies/Organizations**

Meetings will be scheduled during PAWS time whenever possible. Any meeting held after school hours must be approved by the principal and posted on the master calendar. All meetings must have a sponsor present.

### **Practices**

The individual head coach or sponsor, in cooperation with the high school principal and or athletic director, will schedule all starting times of practices. All participants are expected to be ready at the time set by the coach or sponsor.

To be eligible to practice, a participant must satisfy the following requirements:

1. Submit to the coach or sponsor a signed physical form and Activities Code which verifies that a physical examination has been completed and that the student and parent(s) understand the school's position regarding the use or possession of alcohol, tobacco, and other related drugs.
2. Furnish the high school principal with proof of insurance.

### **Regulations Governing Classes and Organizations**

1. A student whose conduct was not satisfactory as determined by the administration or board, or who had a failing grade in any subject in the previous semester, shall not be elected to any office in any class or organization.
2. Any student elected to any office in any class or organization must maintain satisfactory conduct and passing grades. Any student whose conduct becomes unsatisfactory as determined by the administration or board, or who fails a subject, shall be removed from office. An election shall be called to fill the resulting vacancy.
3. No student shall be allowed to hold the same office for more than one year. The election of officers shall take place on a day determined by the principal of the high school and announced at least one day prior to the election. Eligibility lists will be posted at the time of calling the election.
4. Meetings of any class organization may be held with the consent of the sponsor who shall consult the principal before calling such meeting.

5. All class organization meetings will be governed by the rules of parliamentary procedure.
6. If class organizations foster antagonism or individual members of class organizations fail to render assistance in prohibiting inter-class controversies, all class organizations may be abolished.

### **Senior Class Activities**

1. Announcements and Cards - Seniors may purchase class graduation announcements and name cards. Class colors will be selected from the color options presented by the announcement company. From a variety of announcements, all seniors select the one type they would like to have.
2. Baccalaureate and Commencement - The final step for seniors is Commencement. Seniors, in their caps and gowns, receive their diplomas at this ceremony. Cap and gown colors will be representative of the school colors red and white. Black or silver may be substituted for white since those colors are present in uniforms used by the school. Seniors will secure a graduation speaker by the end of February or may choose to have a Senior video. The Senior video will be 15 - 20 minutes in length. The administration will approve the speaker or video, and will have the final approval. The school district will recognize the outstanding academic achievement of its graduating seniors in the following manner: 93-94% Cum Laude, 95-97% Magna Cum Laude, and 98-100% Summa Cum Laude. The percentages will be based on the students' cumulative grade point average. Any graduating senior with an ACT score of 30 or higher will have their name placed on a plaque. Students caught smoking/drinking/under the influence of drugs or with tobacco/alcohol/drugs in their possession during graduation practice or at the actual ceremony will not be allowed to participate in the formal ceremony, and will receive their diploma before the formal ceremony has taken place.
3. Awards Day - This event occurs during the final week of school. At this program students receive recognition through the presentation of various honors and awards.

### **Secret Organizations**

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society, or association.

### **Student Manager, Helpers, or Activity Aids**

Students wishing to serve as student volunteers for extracurricular activities must gain the permission of the activity coach or sponsor. Student volunteers must comply with all of the rules and procedures contained in this handbook.

### **Sunday and Wednesday Night Activities**

In order to provide students sufficient time away from school for family-related activities, the school will endeavor not to schedule activities on Wednesday evenings or on Sundays. Practices will be organized so that all participants are showered, dressed,

and/or leave the facilities by 6:00 p.m. on Wednesday nights. An exception to this guideline would be when a team, group of students, or an individual may be required to participate in an activity sponsored by the conference, district, or state on a Wednesday night.

The school does not allow Sunday practice sessions, except when a varsity team, group of students, or individual is scheduled to compete or perform on a Monday. Practices scheduled for a Sunday must have the prior approval of the activities director or building principal.

### **Transportation**

All participants are expected to ride to and from away activities by means of approved school transportation.

A participant may ride home with his or her parent/guardian only if the parent/guardian personally contacts the sponsor at the activity. A participant may ride home with an adult if the participant's parent/guardian has personally contacted the principal prior to the activity and the adult personally contacts the sponsor at the activity prior to leaving with the student. If extenuating circumstances exist, a student may receive a waiver from the principal or superintendent. Parents are discouraged from requesting to take their children home after an away contest or performance. Travel to and from an event provides time for the students to further develop a strong team concept.

### **Weight Room**

The weight room has been developed to help each athlete, student, or adult in the community maintain a level of physical fitness. No one may use the weight room or equipment without proper supervision. The school will develop a schedule for use of the weight room by athletes during the school year and during the summer months.

The weight room is a high demand area within the school facilities. The following guidelines will help determine the priorities in reference to use if more than one group desires to use the facility at the same time:

1. Physical education instruction
2. By the team sports, which are in season
3. Conditioning programs for athletes not currently out for a sport
4. Summer conditioning programs
5. Adult education

### **Yearbook Photographs**

Pictures used in the Yearbook are done by a professional photographer and cost the journalism department. Pictures in which students are making inappropriate gestures, wearing clothing which does not comply with the school's dress code, or which display any prop will not be published in the yearbook. If a photo has to be retaken because of a student or students' actions, those involved will pay for the cost of the retake.

## **SECTION TWO: AVAILABLE ACTIVITIES**

### **Art Club**

The Superior High School's Art Club provides members with leadership opportunities, enrichment in the visual arts, and community service.

### **Band**

Superior has a middle school/senior high band. This organization is called on many times during the school year to perform in Superior and at out of town events. Half-time performances at football games and various home activities demonstrate the hard work and time put forth by the participants.

### **Community Service Club**

The Community Service Club promotes clean speech, clean sports, scholarship, and community service. Membership is open to all students by application.

### **Family, Career and Community Leaders of America (FCCLA)**

FCCLA is an integral part of the family and consumer science department. Members should have taken or presently be taking a family and consumer sciences class. Program emphasis for FCCLA is on leadership development, family cooperation and communication, community service and peer education.

### **Future Business Leaders of America (FBLA)**

FBLA is an integral part of the vocational business department and membership is limited to those students with at least one semester of work in the business education field. One of the primary objectives of FBLA is developing leadership and responsibility.

### **Future Farmers of America (FFA)**

FFA is an integral part of the agricultural education department and all students of that department are urged to belong. The activities include training in leadership, opportunities for travel and recreation, and safety and community service activities. Students may participate in field trips, conventions, judging contests, and hands-on experience.

### **National Honor Society**

The National Honor Society is a national organization that recognizes student character, scholarship, leadership, and service to the school.

Student members shall be selected from the junior and senior classes by the high school faculty and shall meet the following qualifications for membership:

- **Scholarship**

Per national guidelines, at a minimum, students must have a cumulative GPA of 85, B, 3.0 on a 4.0 scale, or equivalent standard of excellence.

- **Service**

This involves voluntary contributions made by a student to the school or community, done without compensation.

- **Leadership**

Student leaders are those who are resourceful, good problem solvers, and idea contributors. Leadership experiences can be drawn from school or community activities while working with or for others.

- **Character**

The student of good character is cooperative, demonstrates high standards of honesty and reliability; shows courtesy, concern, and respect for others; and generally maintains a clean disciplinary record.

**Fifteen percent of the Junior and Senior classes will be selected each year.** The results of the selection will be announced at an honors convocation.

### **Quill and Scroll**

Junior and senior students who are members of the Flashlight and yearbook staff may belong to this international journalistic organization.

### **S Club**

Any student who has lettered in any sport is eligible for membership. The purpose of the S Club is to stimulate and encourage sportsmanship and to assist in bringing about a closer bond between students in all sports.

### **Student Council**

The purpose of this organization is to arouse the spirit of loyalty toward the school, to promote good citizenship, to sponsor school activities, to extend the spirit of good fellowship throughout the student body, to foster a spirit of cooperation between the students and faculty, and to seek to develop a spirit of cooperation, good will, and better understanding with other schools. Each high school club, society, organization, and each class is entitled to be represented on the council.

### **Student Publications**

The "Wildcat" annual is published by the Journalism class along with the help of its teacher. The annual is financed partially by funds raised from the sale of the books.

The school paper is "The Flashlight." This paper is published each three weeks by the journalism classes and their teacher. It is financed in part by advertising and subscription.

## SECTION THREE: NEBRASKA STATE ACTIVITY ASSOCIATION RULES

### Eligibility

In order to represent a high school in interscholastic athletic competition, a student must abide by eligibility rules of the Nebraska School Activities Association. Eligibility requirements are established by the NSAA in its Constitution and its Bylaws and Approved Rulings. These documents can be found online at <https://nsaahome.org/constitution-bylaws>. A summary of the major rules is given below. Contact the principal, activities director or the activity sponsor or coach for an explanation of the complete rule.

1. Student must be a *bona fide* student of their member school and have not graduated from any high school.
2. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership beginning with his/her enrollment in grade nine.
3. Student is ineligible if nineteen years of age before August 1 of current school year. (Student in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 of current school year.)
4. Student must be enrolled in some high school on or before the eleventh school day of the current semester.
5. Student must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.
6. Student must have been enrolled and received twenty hours of credit in school the immediate preceding semester.
7. **Guardianship does not fulfill the definition of a legal parent.** If a guardian has been appointed for a student, the student is eligible in the school district where his/her legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling.
8. A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eight, or ninth grade student, he/she has established his/her eligibility at the high school where he/she participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.
9. **Student eligibility related to domicile can be attained in the following manners:**
  - a. If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high

- school located in the school district where the parents established their domicile and be eligible.
- b. If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school he/she has been attending and retain eligibility.
  - c. If a student elects to remain at the same high school initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, he/she is eligible at that school, or is eligible at a high school located within the school district in which the parents established their domicile.
  - d. **If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile.**
10. Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall at the transfer high school. Those students whose name does not appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
  11. Nebraska transfer students must have signed and delivered all forms necessary to make such transfer to the school in which he/she intends to enroll for the 2021-22 school year prior to May 1, 2021 for the student to be eligible, the school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May 1, 2021. The student would become ineligible for ninety school days the next fall if the student were to change his/her mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to his/her former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered, and accepted prior to May 1, 2021 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
  12. Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules
  13. During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp or school. (\*Refer to NSAA Bylaw 3.5.1.1 for exception in Swimming and Diving.)
  14. A student shall not participate on an all-star team while a high school undergraduate.
  15. A student must maintain his/her amateur status.

### **NSAA Sportsmanship Rules**

Students must abide by the Nebraska School Activities Association Sportsmanship Rules. A complete copy of these rules can be found at <http://www.nsaahome.org/nsaaforms/pdf/manualsp.pdf>. Unsportsmanlike conduct shall include physical or verbal assault upon any participant, game official, or spectator, or any acts which may endanger the personal safety of individuals involved, or acts which hinder the normal progress of a contest or lead to the restriction or discontinuance of a contest.

**If a student, participant, patron, and/or staff member representing a member school acts in a manner constituting unsportsmanlike behavior during competition the member school and/ or individuals shall be subject to penalties. A student, participant, patron, and/or staff member may not be permitted to attend activities if involved in unsportsmanlike conduct.**

## **SECTION FOUR: CODE OF CONDUCT**

All students associated with Superior Public Schools and participating in extracurricular or school sponsored activities (including all NSAA activities) are required to avoid conduct that is detrimental to the integrity of, and public confidence in, the school. Rules promoting lawful, ethical, and responsible conduct serve the interests of all people associated with the school. Illegal and irresponsible conduct puts people at risk, tarnishes the reputation of the offender and everyone else associated with the school, and undermines the public support and respect of the school district.

### **Standard of Conduct**

Participation in school-sponsored or extracurricular activities is a privilege and not a right. Participants must follow board policy, this code, and all the training rules and rules of conduct of the coaches and/or activity sponsors. Students participating in school-sponsored or extracurricular activities are held to a high standard. Students are expected to conduct themselves in a way that is lawful, responsible, promotes the values upon which the school is based, and that brings credit to themselves and the school. Students who fail to live up to the required standard of conduct are guilty of detrimental conduct and subject to discipline under all school policies, the general student code of conduct, and these Activity Participation Rules.

### **Coach and Sponsor Rules**

Coaches and/or activity sponsors shall establish training rules or rules of conduct for participation in or attendance at the activity or event. General training rules or rules of conduct shall be established prior to the activity or event. This Code shall control in the event that there is a conflict with coach or sponsor rules.

### **Prohibited Conduct**

Students in school-sponsored and/or extracurricular activities may not engage in the following conduct:

1. Receipt of a criminal citation by law enforcement for any reason.
2. Conviction of a crime in adult court or the adjudication of a criminal charge in juvenile court.
3. Any behavior that is illegal under the laws of Nebraska or the United States of America regardless of whether it results in a criminal charge or conviction.
4. Any conduct that substantially interferes with the educational process or disrupts the activity or event.
5. Possession, consumption, use, distribution, or being under the influence of alcohol, illicit drugs, tobacco, controlled substances, or any lookalike or imitations thereof; or being in the presence of alcohol, illicit drugs, controlled substances, or any lookalike or imitations thereof that are being possessed, consumed, used, or distributed by any person under twenty-one (21) years of age without parental supervision. "Lookalike or imitations" means substances such as K2 and products like electronic nicotine delivery systems, vapor pens, etc. (Note: the term "under the influence" for school purposes has a less strict meaning than it

does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the use or abuse of any substance for the purpose of inducing a condition of intoxication, stupefaction, depression, giddiness, paralysis, inebriation, excitement, or irrational behavior, or in any manner changing, distorting, or disturbing the auditory, visual, mental, or nervous processes).

6. Engaging in initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.
7. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual simulation and sexual assault.
8. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post, or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks, or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums; posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages, or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target.

9. Using any Internet or social networking websites to make statements, post pictures, or take any other actions that are indecent, vulgar, lewd, slanderous, abusive, threatening, harassing, or terrorizing.
10. Violating any school policy, handbook provision, or a coach's or activity sponsor's training rules or rules of conduct.
11. Dressing or grooming in a manner which is (A) dangerous to the student's health and safety or a danger to the health and safety of others, (B) lewd, indecent, vulgar, or plainly offensive, (C) materially and substantially disruptive to the work and discipline of the school or an extracurricular activity, (D) interpreted to advocate the use of illegal drugs or other substances by a reasonable observer.
12. Failing to report for an activity at the beginning of a season unless excused by the coach or activity sponsor.
13. Failing to attend scheduled practices and meetings unless excused by the coach or activity sponsor.

**Such conduct is prohibited during the school year, regardless of whether it occurs on-campus or off-campus.** School year means the period commencing on the first day of fall sports practice through the last day of spring sports practice, events, or attendance at school for a given school year.

### **Discipline**

Students who violate any provision of these Activity Participation Rules may be subject to discipline up to and including expulsion from extracurricular activities and school sponsored events. (including but not limited to graduation ceremony and related activities). These disciplinary consequences and this Activity Code of Conduct are in addition to and do not prejudice, diminish, impede, or reduce any discipline that is authorized by the Nebraska Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-294, Board Policy, or the Student Handbook. Disciplinary action may include a probationary period and conditions that must be satisfied prior to or following reinstatement. Administrators and coaches will take the following into consideration when making disciplinary decisions:

1. Any prior or additional misconduct;
2. The nature and seriousness of the offense;
3. The motivation for the offense;
4. The amount of violence involved;
5. The student's demeanor and attitude regarding the violation;
6. The actual, threatened, or potential risk to the student and others due to the student's behavior;
7. Whether the student has compensated or will compensate the victim in the event of property damage or personal injury;
8. Whether the circumstances of the violation are likely to recur;
9. The student's willingness to participate in evaluations, counseling, or other programs;
10. Any mitigating factors;
11. Any other relevant factors.

If suspended, the student must continue to participate in practices and conditioning during the suspension if required by the coach or activity sponsor. The failure to comply with the practice and conditioning requirement will make the student ineligible for reinstatement to the activity.

Additionally, students who are found to be in violation of paragraph 5 of this policy shall be subject to the following disciplinary action.

**First Violation** – Suspension from co-curricular program for designated activities for one (1) calendar year from date of finding or violation;

**Or**

Students and parents agree to participate in a school-approved program for chemical dependency. Said program must be administered by a certified alcohol and drug abuse professional and be approved by the school authorities. The student will need to successfully complete an approved chemical dependency program. Proof of successful completion of program will be submitted in writing to school's Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from co-curricular activities for one (1) calendar year from date of finding of violation. The student must also complete ten (10) hours of community service with approval from the Activities Director. The student must practice, but will not be allowed to compete, in the designated activities for two (2) calendar weeks. All costs associated with the program are to be borne by the student/parent or guardian.

**Subsequent Violations** – Upon finding of violation, the student will be suspended from all designated activities for one (1) calendar year from the date of identification of guilt.

A student who possesses, dispenses, delivers, or administers anabolic steroids shall be subject to the following sanctions:

**First Offense:** The student shall be prohibited from participating in any extracurricular activities for 30 consecutive days.

**Second or Any Subsequent Offense:** The student shall be prohibited from participating in any extracurricular activities from one (1) calendar year from date of finding of violation.

### **Evaluation, Counseling, and Treatment**

Apart from any other disciplinary procedures, students who violate any provision of these rules may be required to undergo a formal clinical evaluation at the administration's/coach's/sponsor's discretion. Based upon the results of that evaluation, the student may be encouraged or required to participate in an education program, counseling, or other treatment deemed appropriate by the evaluating professional.

### **Reporting of Incident**

Students shall report any violation of these rules to the coach, principal, or superintendent no later than 30 minutes after the beginning of the next school day after

the violation has occurred. Failure to report an incident will constitute a violation of these rules and will be taken into consideration in making disciplinary determinations under this policy.

### **Discipline Procedures**

Prior to any disciplinary action under this activities code, the following procedures shall be followed:

As used in this “Discipline Procedures” section, “Investigator” means the coach or activity sponsor of the team or activity in which the student is participating, or any teacher, school official, or school representative whom the Principal or the Superintendent has authorized to perform the duties and responsibilities of “Investigator” as described below.

1. The Investigator shall make an investigation of alleged violation and provide an opportunity for the student to present his or her version of the facts surrounding the alleged violation.
2. The Investigator shall consider all information obtained as a result of the investigation, including information obtained from the student, and shall render a decision regarding disciplinary action. Within a reasonable period of time of the Investigator’s decision, the student and his/her parent or guardian shall be given written notice of the disciplinary action taken by the Investigator.

**Review of Investigator’s Decision.** A student or the student's parents may, within five (5) school days of the notice of disciplinary action from the Investigator, notify the superintendent in writing of their request for a review of the coach or activity sponsor's determination. The superintendent or his or her designee shall review the situation and render a decision within three (3) school days from the date of the request for review. The superintendent's decision shall be in writing and shall be final.

### **Review of Coach’s Decision**

A student or the student's parents may, within 5 school days of the notice of disciplinary action from the coach or activity sponsor, notify the superintendent in writing of their request for a review of the coach or activity sponsor's determination. The superintendent or his or her designee shall review the situation and render a decision within 3 school days from the date of the request for review. The superintendent's decision shall be in writing and shall be final.

### **Misrepresentations**

Any misrepresentation of fact by a student regarding any alleged violation of these rules shall be considered a separate violation of these rules, and the student shall be subject to additional disciplinary action.

**Questions**

Any parent or student who has questions about board policy, this code, training rules or rules of conduct of coaches or activity sponsors, or their interpretation or application shall consult with the activities director and/or the superintendent.

**Assistance**

Students are encouraged to consult with their coach, an administrator, a counselor, or a teacher to obtain access to educational, counseling, and other programs and resources that may be available to help avoid misconduct that may result in discipline under this policy.

**Student Record**

Students entering grade 9 will enter with a clear record provided that any sources of ineligibility have been resolved.

## SECTION: FIVE A PARENT'S GUIDE TO CONCUSSIONS

### WHAT IS A CONCUSSION?

A concussion is a brain injury which results in a temporary disruption of normal brain function. A concussion occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a blow to the head or body. An athlete does not have to lose consciousness (“knocked-out”) to suffer a concussion.

### CONCUSSION FACTS

- It is estimated that more than 140,000 high school athletes across the United States suffer a concussion each year. (Data from NFHS Injury Surveillance System).
- Concussions occur most frequently in football, but girl’s lacrosse, girls’ soccer, boy’s lacrosse, wrestling, and girls’ basketball follow closely behind. All athletes are at risk.
- A concussion is a traumatic injury to the brain.
- Concussion symptoms may last from a few days to several months.
- Concussions can cause symptoms which interfere with school, work, and social life.
- Athletes who have symptoms from a concussion should not return to sports because they are still at risk for prolonging symptoms and further injury.
- A concussion may cause multiple symptoms. Many symptoms appear immediately after the injury, while others may develop over the next several days or weeks. The symptoms may be subtle and are often difficult to fully recognize.

### WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?

#### Signs Observed by Parents or Guardians

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can’t recall events prior to hit or fall
- Can’t recall events after hit or fall

#### Symptoms Reported by Athlete

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not “feel right”

## WHAT SHOULD I DO IF I THINK MY CHILD HAS HAD A CONCUSSION?

An athlete who is suspected of having a concussion must be removed from play immediately, whether it is in a game or practice. Continuing to participate in physical activity after a concussion can lead to worsening concussion symptoms, increased risk of further injury, and even death. Parents and coaches are not expected to be able to “diagnose” a concussion, as that is the job of a medical professional. However, they must be aware of the signs and symptoms of a concussion and if they are suspicious, the child must stop playing:

### WHEN IN DOUBT – SIT THEM OUT!

Every athlete who sustains a concussion needs to be evaluated by a health care professional who is familiar with sports concussions. Parents should call their child’s physician, explain what has happened, and follow the physician’s instructions. A child who is vomiting, has a severe headache, or has difficulty staying awake or answering simple questions should be taken to the parent’s doctor or emergency room immediately.

### WHEN MAY AN ATHLETE RETURN TO PLAY FOLLOWING A CONCUSSION?

No athlete who has suffered a concussion should return to play or practice the same day. Previously, athletes were allowed to return to play if their symptoms resolved within 15 minutes of the injury. Studies have shown that the young brain does not recover quickly enough for an athlete to return to activity in such a short time.

Concerns about athletes who return to play too quickly have led state lawmakers in Oregon and Washington to pass laws stating that **no athlete shall return to play on the day he or she suffered a concussion and the athlete must be cleared by an appropriate health care professional before he or she are allowed to return to play in games or practices**. The laws also mandate that coaches receive education on recognizing the signs and symptoms of concussion.

Once an athlete is free of symptoms of a concussion and is cleared to return to play by a health care professional knowledgeable in the care of sports concussions, he or she should proceed with activity in a step-wise fashion to allow the brain to readjust to exertion. On average, the athlete will complete a new step each day. The return-to-play schedule should proceed as below following medical clearance:

- Step 1:* Light exercise, including walking or riding an exercise bike. No weight-lifting.
- Step 2:* Running in the gym or on the field. No helmet or other equipment.
- Step 3:* Non-contact training drills in full equipment. Weight training can begin.
- Step 4:* Full contact practice or training.
- Step 5:* Game play.

If symptoms occur at any step, the athlete should cease activity and be re-evaluated by a health care provider.

## **HOW CAN A CONCUSSION AFFECT SCHOOLWORK?**

Following a concussion, many athletes will have difficulty in school. These problems may last from days to months and often involve difficulties with short and long-term memory, concentration, and organization.

In many cases, it is best to reduce the athlete's class load after the injury. This may include staying home from school for a few days, followed by a lightened schedule for a few days or perhaps a longer period of time if needed. Decreasing the stress on the brain soon after a concussion may reduce symptoms and shorten the recovery period.

## **WHAT CAN YOU DO?**

- Both you and your child should learn to recognize the "Signs and Symptoms" of a concussion as listed above.
- Emphasize to administrators, coaches, teachers, and other parents your concerns and expectations about concussion and safe play.
- Teach your child to tell the coaching staff if he or she experiences such symptoms.
- Teach your child to tell the coaching staff if he or she suspects that a teammate has a concussion.
- Monitor sports equipment for safety, fit, and maintenance.
- Ask teachers to monitor any decrease in grades or changes in behavior that could indicate concussion.
- Report concussions that occurred during the school year to appropriate school staff. This will help in monitoring injured athletes as they move to the next season's sports.

## **OTHER FREQUENTLY ASKED QUESTIONS:**

### **Why is it so important that an athlete not return to play until they have completely recovered from a concussion?**

An athlete who has not fully recovered from an initial concussion is very vulnerable to recurrent, cumulative, and even catastrophic consequences of a second concussive injury. Such difficulties are prevented if the athlete is allowed time to recover from the concussion and return-to-play decisions are carefully made. No athlete should return to sport or other at-risk participation when symptoms of a concussion are present and recovery is ongoing.

### **Is a “CT scan” or MRI needed to diagnose a concussion?**

Diagnostic testing which includes CT (“CAT”) and MRI scans are rarely needed following a concussion. While these are helpful in identifying life-threatening brain injuries (e.g., skull fracture, bleeding, swelling), they are not normally used, even by athletes who have sustained severe concussions. A concussion is diagnosed based upon the athlete’s story of the injury and the health care provider’s physical examination.

### **What is the best treatment to help my child recover more quickly from a concussion?**

The best treatment for a concussion is rest. There are no medications that can speed the recovery from a concussion. Exposure to loud noises, bright lights, computers, video games, television and phones (including text messaging) may exacerbate the symptoms of a concussion. You should allow your child to rest as much as possible in the days following a concussion. As the symptoms decrease, you may allow increased use of computers, phone, video games, etc., but the access must be reduced if symptoms worsen.

### **How long do the symptoms of a concussion usually last?**

The symptoms of a concussion will usually go away within one week of the initial injury. You should anticipate that your child will likely be out of sports for about two weeks following a concussion. However, in some cases, symptoms may last for several weeks or even months. Symptoms such as headache, memory problems, poor concentration, and mood changes can interfere with school, work, and social interactions. The potential for such long-term symptoms indicates the need for careful management of all concussions.

### **How many concussions can an athlete have before he or she should stop playing sports?**

There is no “magic number” of concussions that determine when an athlete should give up playing contact or collision sports. The circumstances surrounding each individual injury, such as the way the injury happened and length of symptoms following the concussion are very important and must be considered when assessing the athlete’s risk for further and potentially more serious concussions. The decision to “retire” from sports is a decision best reached following a complete evaluation by your child’s primary care provider and consultation with a physician or neuropsychologist who specializes in treating sports concussion.

**I've read recently that concussions may cause long-term brain damage in professional football players. Is this a risk for high school athletes who have had a concussion?**

The issue of “chronic encephalopathy” in several former NFL players has received a great deal of media attention lately. Very little is known about what may be causing dramatic abnormalities in the brains of these unfortunate retired football players. At this time, we have very little knowledge of the long-term effects of concussions which happen during high school athletics.

In the cases of the retired NFL players, it appears that most had long careers in the NFL after playing in high school and college. In most cases, they played football for over 20 years and suffered multiple concussions in addition to hundreds of other blows to their heads. Alcohol and steroid use may also be contributing factors in some cases. Obviously, the average high school athlete does not come close to suffering the total number or sheer force of head trauma seen by professional football players. However, the fact that we know very little about the long-term effects of concussions in young athletes is further reason to carefully manage each concussion.

Adapted from [A Parent's Guide to Concussion in Sports](#), National Federation of High School Associations.

Some of this information has been adapted from the CDC's “Heads Up: Concussion in High School Sports” materials by the NFHS's Sports Medicine Advisory Committee. Please go to [www.cdc.gov/ncipc/tbi/Coaches\\_Tool\\_Kit.htm](http://www.cdc.gov/ncipc/tbi/Coaches_Tool_Kit.htm) for more information.

## **SECTION SIX TITLE IX POLICY**

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

### **1. Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

### **2. Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the

district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including

instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse by a person at least nineteen years of age with a person who is under sixteen years of age

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

### 3. **Discrimination Not Involving Sexual Harassment.**

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

**3.2. Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

**3.3. Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure.

#### **4. Response to Sexual Harassment**

**4.1. Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

**4.2. General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

**4.3. Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

**4.4. Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

**4.5. General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

## **5. Grievance Process for Formal Complaints of Sexual Harassment.**

### **5.1. General Requirements.**

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

## 5.2. **Notice of Allegations.**

5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

## 5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider,

disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the

investigative report in an electronic format or a hard copy, for their review and written response.

**5.6. Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

#### **5.7. Determination Regarding Responsibility**

**5.7.1. Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

**5.7.2. Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or

preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within three calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

- 5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- 5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- 5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.8.3.6. Provide the written decision simultaneously to both parties.

**5.9. Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

- 5.9.1.1. The allegations;
- 5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

#### **5.10. Recordkeeping.**

5.10.1. The district will maintain for a period of seven years records of:

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools.**

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

**8.2. Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

**9. Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

**10. Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

#### **10.1. Specific Circumstances.**

**10.1.1.** The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

**10.1.2.** Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

**11. Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

## AUTHORIZATION AND ACKNOWLEDGEMENT

### **WARNING: SERIOUS CATASTROPHIC AND PERHAPS FATAL INJURY MAY RESULT FROM ATHLETIC PARTICIPATION**

Many forms of athletic competition result in violent physical contact among players, the use of equipment which may result in accidents, strenuous physical exertion and numerous other exposures to risk of injury. Students and parents must assess the risks involved in such participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will eliminate these risks. Students have suffered accidents resulting in death, paraplegia, quadriplegia, and other very serious permanent physical impairment while playing sports. By granting permission for your student to participate in athletic competition, you, the parent or guardian, acknowledge that such risk exists. Students will be instructed in proper techniques to be used in athletic competition and in the proper utilization of all equipment worn or used in practice and competition. Students must adhere to that instruction and utilization and must refrain from improper uses and techniques.

I understand the statement above and I understand that by allowing my student to participate in athletic events, I assume the risk that he/she may be injured, perhaps severely.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Printed Name of Parent

\_\_\_\_\_  
Date

## ACKNOWLEDGEMENT OF CONDUCT CODE

I understand that as a student representing the school district in activities, I am obligated to comply with the athletic handbook, including the code of conduct. **This means that I may not possess, use or be at parties in the presence of alcohol, illicit drugs, or controlled substances at any time during the school term unless I am accompanied by a parent.** I understand that if I violate the code of conduct or other rules in this handbook, I may be suspended from participation in all co-curricular activities and/or school sponsored activities or events.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Date

I understand that my student is obligated by this handbook, including the statements above.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Printed Name of Parent

\_\_\_\_\_  
Date

# Superior Public Schools 2021-2022 Return to School Protocol

Superior Public Schools is committed to providing the best learning experience for our students. Our priority is to keep students safe and healthy when they are in our buildings. In an effort to balance both the safety and health of students and to continue to provide the best education possible to them, the following plan has been developed. The designation of the zones is determined by the designation of the zone within the South Heartland Health Department and by analyzing what is happening within our district boundaries. We will make a determination of the zone we are in by analyzing those two factors. Our zone may not always match the zone designated by the South Heartland Health District. If you have any questions do not hesitate to contact your school or me.

Marty Kobza, Superintendent

## Operational Zones

Tiered Responses			
The following factors will be considered for movement from one tier to the next			
Green--DHM Phase IV--Low Risk	Yellow--DHM Phase III--Moderate Risk	Orange--DHM Phase II--Elevated Risk	Red--DHM Phase I--Pandemic
No Cases in school. Low number in community. No community spread A vaccine is available	Few cases in the community Low/No community Spread	Active cases in community Community Spread Several cases in the school	High Community Spread Many cases in the school

Building Procedures					
Green--DHM Phase IV --Low Risk		Yellow--DHM Phase III --Moderate Risk	Orange--DHM Phase II--Elevated Risk	Red--DHM Phase I --Pandemic	
<b>School/Academic Plan</b>	<ul style="list-style-type: none"> <li>School conducted as normal</li> <li>Buildings open</li> </ul>	<ul style="list-style-type: none"> <li>Increased social distancing</li> <li>Buildings open</li> <li>Classrooms/instructional space redesigned</li> <li>Masks are optional</li> <li>Isolation room for students with symptoms</li> </ul>	<ul style="list-style-type: none"> <li>Limited student contact</li> <li>Buildings open</li> <li>Classrooms/instructional space redesigned</li> <li>Masks may be required for up close, direct instruction and for spread-out, independent work</li> <li>Isolation room for students with symptoms</li> </ul>	<ul style="list-style-type: none"> <li>School buildings closed</li> <li>Remote learning for PK-12 students</li> </ul>	
<b>Student Temperature Checks</b>	Parents perform daily monitoring of symptoms <ul style="list-style-type: none"> <li>100.4 threshold (home 24 hours fever free w/o medication)</li> </ul> When health concerns are present at school, temperature will be re-checked to verify and send home.	Parents perform daily monitoring of symptoms. <ul style="list-style-type: none"> <li>100.4 threshold (home 48 hours fever free w/o medication) and consultation with a school nurse.</li> </ul> When health concerns are present at school, temperature will be re-checked to verify and send home.	Temperature checks will be conducted at school twice per day. <ul style="list-style-type: none"> <li>100.4 threshold (home 72 hours fever free w/o medication) and consultation with a school nurse.</li> </ul>		

			<ul style="list-style-type: none"> <li>An earlier return may be possible with a doctor's return to school note.</li> <li>Students who have been out for a temperature will be checked upon arrival and again during the school day.</li> </ul> <p>Students leaving for school sponsored activities, if still available, will have their temperatures taken prior to departure.</p> <p>When health concerns are present at school, temperature will be re-checked to verify and send home.</p>	
<b>Staff Temperature Checks</b>	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will take their own temp every morning.</li> </ul>	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will take their own temp every morning.</li> <li>If temp is at 100.4 or above, it is reported to the school nurse for documentation purposes.</li> <li>Staff is held to the same guidelines as students in regard to fevers.</li> </ul>	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will take their own temp every morning and again at lunch.</li> <li>If temp is at 100.4 or above, it is reported to the school nurse for documentation purposes.</li> <li>Staff is held to the same guidelines as students in regard to fevers.</li> </ul>	
<b>Custodial</b>	<ul style="list-style-type: none"> <li>Daily routine cleaning procedures of student attendance centers</li> <li>Routine infectious disease protocol <ul style="list-style-type: none"> <li>Staff will comply with State and/or local health department requirements</li> </ul> </li> <li>Staff will follow manufacturer's instructions regarding the use and maintenance of equipment &amp; use &amp; storage of chemicals for cleaning &amp; sanitizing.</li> <li>Spray bottles with disinfectant provided</li> </ul>	<ul style="list-style-type: none"> <li>Continue Level I procedures <u>plus</u> heightened disinfection of touch points or areas.</li> <li>Custodians will provide heightened disinfection of touch points or areas of specific concern in student attendance centers identified by the Custodial Staff</li> <li>Custodial Staff will determine routine cleaning schedules at each building and will require modification to meet heightened disinfection needs.</li> <li>Hand sanitizer stations</li> </ul>	<ul style="list-style-type: none"> <li>Continue Level I and II services <u>plus</u> increase disinfection procedures.</li> <li>Increased frequency and increased number of surfaces within classrooms to be disinfected to include daily midday disinfection of desktops and touch points or areas of specific concern identified by the custodial staff.</li> <li>Principals will communicate to custodians of affected student attendance centers the specific area(s), surfaces(s), schedule, procedure and product to be used for heightened disinfection.</li> <li>Securing affected buildings</li> </ul>	<ul style="list-style-type: none"> <li>Securing affected buildings</li> <li>Building access prohibited by all user groups. Head Custodian(s) to designate staff to shut down and secure affected building(s).</li> <li>Cleaning of buildings <ul style="list-style-type: none"> <li>Affected building(s) will be cleaned as directed by the Health Department prior to student return.</li> <li>Head Custodian(s) will determine staffing assignments and/or procedure modifications required.</li> </ul> </li> </ul>
<b>Lunch and Breakfast</b>	Breakfast and lunch served in the cafeteria.	Breakfast and Lunch Served in Cafeteria	<ul style="list-style-type: none"> <li>Elementary Breakfast served in the classroom.</li> <li>MS/HS Breakfast in the cafeteria with physical distancing.</li> <li>Extra sanitation procedures will be used.</li> <li>Some food items may be limited.</li> <li>Parents will not be allowed to eat lunch with students.</li> <li>No self-serve salad bar.</li> <li>Designated grade level areas.</li> </ul>	Meals will be provided for students through delivery.

<b>Recess</b>	Schools will continue to have recess as scheduled with handwashing or hand sanitizer upon entry.	<ul style="list-style-type: none"> <li>Schools will have handwashing and/or hand sanitization upon entry.</li> </ul>	<ul style="list-style-type: none"> <li>Schools may implement zones for recess for assigned students to support physical distancing.</li> <li>Schedules may be modified to ensure max of 1 grade in designated areas at one time.</li> <li>Cleaning will be completed daily.</li> </ul>	
<b>PK-5 Field Trips</b>	Regular field trip opportunities can be scheduled.	Regular field trip opportunities can be scheduled.	No field trips will be available.	
<b>Specials</b>	Students transition to music, art, PE, and media.	Students transition to music, art, PE, and media.	Specials' teachers may transition to classrooms.	
<b>Handwashing</b>	<ul style="list-style-type: none"> <li>PK-5 after transitions in and out of the classroom.</li> <li>6-12--Announcements supporting hand washing. Hand sanitizer in each classroom.</li> </ul>	<ul style="list-style-type: none"> <li>PK-5 after transitions in and out of the classroom</li> <li>6-12 Announcements supporting hand washing. Hand sanitizer in each classroom.</li> </ul>	Same as yellow zone.	
<b>Hallways</b>	<ul style="list-style-type: none"> <li>PK-5 students transition normally with staff support.</li> <li>6-12--Regular transitions with encouraged social distancing.</li> </ul>	<ul style="list-style-type: none"> <li>PK-5 students transition normally with staff support.</li> <li>6-12--Regular transitions with encouraged social distancing..</li> </ul>	<ul style="list-style-type: none"> <li>PK-5 students transition and all specials' teachers come to classrooms.</li> <li>PK-12 students may be in isolated classrooms with only limited and scheduled hallway access.</li> </ul>	
<b>Lockers</b>	<ul style="list-style-type: none"> <li>Lockers will be used normally</li> </ul>	<ul style="list-style-type: none"> <li>Lockers will be used normally</li> </ul>	<ul style="list-style-type: none"> <li>Buildings may implement a restricted use of lockers.</li> </ul>	
<b>Beginning of the day staff</b>	<p>K-12</p> <ul style="list-style-type: none"> <li>Teachers will report for duty as assigned.</li> </ul>	<p>K-12</p> <ul style="list-style-type: none"> <li>Teachers will report for duty as assigned</li> </ul>	<p>Teachers will report based on the schedule created and direction provided by the administration.</p> <p>K-5</p> <ul style="list-style-type: none"> <li>Teachers should be in their room and ready to receive students by 7:45 am.</li> </ul> <p>MS/HS</p> <ul style="list-style-type: none"> <li>Staff will supervise areas as assigned.</li> <li>Teachers should be in their rooms and ready to receive students by 7:45.</li> </ul>	
<b>Beginning of the day students</b>	<p>PreK Teachers will meet parents outside of the building</p> <p>K-5</p> <ul style="list-style-type: none"> <li>Students will enter the building when doors open and go directly to their assigned areas as determined by the principal.</li> </ul> <p>6-12</p> <ul style="list-style-type: none"> <li>Students in the building prior to 7:45 need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> <li>Students who are dropped off or arrive with a ride before 7:45 should remain in the cafeteria commons and social distancing practices will be followed.</li> </ul>	<p>PreK Teachers will meet parents outside of the building.</p> <p>K-5</p> <ul style="list-style-type: none"> <li>Students will enter the building when doors open and go directly to their assigned areas as determined by the principal.</li> </ul> <p>6-12</p> <ul style="list-style-type: none"> <li>Students in the building prior to 7:45 need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> <li>Students who are dropped off or arrive with a ride before 7:45 should remain in the cafeteria commons and social distancing practices will be followed.</li> </ul>	<p>Students will report based on the schedule created and direction provided by the administration.</p> <p>PreK-5</p> <ul style="list-style-type: none"> <li>Students will enter the building when doors open at 7:45 and go directly to their classroom.</li> </ul> <p>6-12</p> <ul style="list-style-type: none"> <li>Students in the building prior to 7:45 need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> <li>Students who are dropped off or arrive with a ride before 7:45 at should remain in the cafeteria commons and social distancing practices will be followed.</li> <li>When the first bell rings, all students will</li> </ul>	

			be released from their practice/meeting/cafeteria and will report to their classroom for temperature checks.	
<b>End of the day</b>	<ul style="list-style-type: none"> <li>Regular dismissal.</li> <li>All students will be required to leave the building at the end of the day unless in an approved activity or working with a teacher.</li> </ul>	<ul style="list-style-type: none"> <li>Buildings may stagger or vary dismissal to a max of 10 minute difference from ending time. (Example: One class at a time.)</li> </ul>	<ul style="list-style-type: none"> <li>Buildings may stagger dismissal to a max of 10 minute difference from ending time.</li> <li>This will be based upon the needs of the alternate schedule being used. (Example: One bus at a time.)</li> </ul>	
<b>Building Access</b>	<ul style="list-style-type: none"> <li>Events will not require a mask, but masks are encouraged if needed with appropriate social distancing utilized when possible.</li> <li>Non school sponsored events are at the discretion of the event sponsors.</li> <li>Parents/Guardians may eat lunch with their child when scheduled with the principal.</li> </ul>	<ul style="list-style-type: none"> <li>Events will not require a mask, but masks are encouraged if needed with appropriate social distancing utilized when possible.</li> <li>Non school sponsored events are at the discretion of the event sponsors.</li> <li>Parents/Guardians may eat lunch with their child when scheduled with the principal</li> </ul>	<ul style="list-style-type: none"> <li>Outside visitors or user groups may not allowed on campus.</li> </ul>	No campus access available beyond required personnel.
<b>Facemasks</b>	Face masks and shields will be provided as requested for everyone but not required for anyone.	Face masks and shields will be provided as requested for everyone but not required for anyone.	<ul style="list-style-type: none"> <li>Face Masks and/or shields provided for all staff and students, as requested.</li> <li>K-12 Student mask use is per State Directive Health Measures.</li> <li>Documented ADA/medical/religious reasons can exempt masks.</li> </ul>	
<b>Restrooms</b>	Regularly scheduled	Regularly Scheduled	Restroom use may be prohibited during passing periods.	
<b>Water Fountains</b>	<ul style="list-style-type: none"> <li>Regularly scheduled water breaks.</li> <li>Students are encouraged to bring individual water bottles.</li> </ul>	<ul style="list-style-type: none"> <li>Regularly scheduled water breaks.</li> <li>Students are encouraged to bring individual water bottles.</li> </ul>	<p>The Water Fountain may be closed and students are encouraged to bring individual water bottles.</p> <ul style="list-style-type: none"> <li>Elementary students will use the water fountains and sinks in the classroom to fill their water bottles.</li> </ul>	
<b>Classroom Seating/Materials Usage/Sanitization</b>	<ul style="list-style-type: none"> <li>Regular classroom/teacher preferred arrangement.</li> <li>Social distancing will be utilized when possible.</li> <li>Regular classroom supply usage. <ul style="list-style-type: none"> <li>Encourage individual student supplies.</li> </ul> </li> <li>Regular classroom cleaning.</li> </ul>	<ul style="list-style-type: none"> <li>Regular classroom/teacher preferred arrangement.</li> <li>Social distancing will be utilized when possible.</li> <li>Regular classroom supply usage. <ul style="list-style-type: none"> <li>Encourage individual student supplies.</li> </ul> </li> <li>Regular classroom cleaning.</li> </ul>	<p><b>The following Guidelines May be implemented</b></p> <ul style="list-style-type: none"> <li>Redesigned classrooms/instructional spaces allowing for social distancing</li> <li>Students will be limited to specific classrooms.</li> <li>Locations in the building as determined and outlined in the alternate schedule.</li> <li>Increased sanitization measures</li> <li>Some materials will not be allowed. Only necessary items.</li> <li>Center will not be utilized</li> </ul>	
<b>Transportation</b>	<ul style="list-style-type: none"> <li>Regular transportation schedule and practices.</li> </ul>	<ul style="list-style-type: none"> <li>Regular transportation schedule and practices.</li> </ul>	<b>The following Guidelines May be</b>	

<p><b>**We ask parents to take the temperature of their bus riding students prior to boarding. If the child's temperature is at or above 100.4, they will not be allowed on the bus.</b></p>	<ul style="list-style-type: none"> <li>● Seating charts for all riders may be established.</li> </ul>	<ul style="list-style-type: none"> <li>● Seating charts for all riders may be established</li> </ul>	<p><b>Implemented</b></p> <ul style="list-style-type: none"> <li>● Parents/Guardians need to be present at bus stops for temperature checks or have a High Temp Plan (designating a person to take students if temperature is 100.4 or above) written and given to the transportation director.</li> <li>● Seating charts with social distancing utilized.</li> <li>● Temperature checks for all bus riders prior to getting on the bus.</li> <li>● Masks required by all (Documented ADA/medical/religious reasons can exempt from mask).</li> </ul>	
<p><b>Technology</b></p>	<ul style="list-style-type: none"> <li>● 1-to-1 devices provided to all 6-12 students.</li> <li>● 1-to-1 devices K-5 stay at the building.</li> </ul>	<ul style="list-style-type: none"> <li>● 1-to-1 devices provided to all 6-12 students.</li> <li>● 1-to-1 devices K-5 stay at the building.</li> </ul>	<ul style="list-style-type: none"> <li>● 1-to-1 devices may be sent home K-12.</li> <li>● Devices will be cleaned according to tech department guidance.</li> </ul>	<p>1 to 1 Devices are used to complete online/remote learning.</p>
<p><b>K-12 Activities (school sponsored)</b></p>	<ul style="list-style-type: none"> <li>● Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>● After School activities will continue as normal.</li> </ul>	<ul style="list-style-type: none"> <li>● Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>● After school activities will continue as allowed with administrator/Athletic Director approval.</li> </ul>	<ul style="list-style-type: none"> <li>● Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>● Students participating in Extended Learning opportunities may be asked to participate in alternate activities or not report to their mentorships.</li> <li>● No non-school sponsored group activities or competitions allowed.</li> </ul>	<p>Activities and Athletics will be conducted in accordance with NSAA guidelines.</p>
<p><b>Student Attendance</b></p>	<ul style="list-style-type: none"> <li>● All students in grades PK-12 will attend school in person. COVID Distance Learning Accommodations will be made for students in PK-12 who are unable to attend in person to utilize asynchronous online learning through remote learning tools. Synchronous means that students log on to receive instruction with their class at certain set times during the school day. Students will only have this option with a medical excuse provided by a doctor with a specified period of time notated.</li> </ul>	<ul style="list-style-type: none"> <li>● All students in grades PK-12 will attend school in person. COVID Distance Learning Accommodations will be made for students in PK-12 who are unable to attend in person to utilize asynchronous online learning through remote learning tools. Synchronous means that students log on to receive instruction with their class at certain set times during the school day. Students will only have this option with a medical excuse provided by a doctor with a specified period of time notated.</li> </ul>	<p>All students in grades PK-12 will attend school in person. COVID Distance Learning Accommodations will be made for students in PK-12 who are unable to attend in person to utilize asynchronous online learning through remote learning tools. Synchronous means that students log on to receive instruction with their class at certain set times during the school day. Students will only have this option with a medical excuse provided by a doctor with a specified period of time notated.</p>	
<p><b>Staff Attendance</b></p>	<ul style="list-style-type: none"> <li>● All staff will report as normal.</li> <li>● Any questions or concerns relative to work expectations should be directed to the Superintendent</li> </ul>	<ul style="list-style-type: none"> <li>● All staff will report as directed.</li> <li>● Any questions or concerns relative to work expectations should be directed to the Superintendent.</li> </ul>	<ul style="list-style-type: none"> <li>● All staff will report as directed.</li> <li>● Any questions or concerns relative to work expectations should be directed to the Superintendent.</li> </ul>	

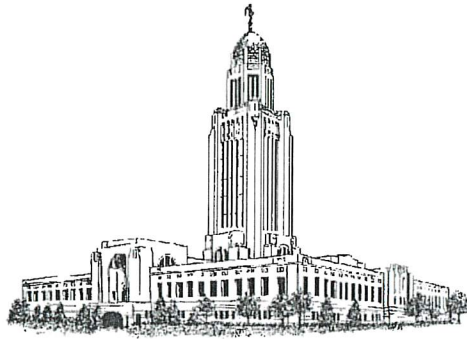
## Potential Tiered Responses/Consultation with Health Department

1 or more confirmed case(s)* in the building of a student or staff member.	<ul style="list-style-type: none"> <li>A more restrictive environment may be implemented up to potential extended (6 days or more) building closure.</li> <li>The District will communicate the situation with building stakeholders.</li> <li>In the event of repeated confirmed cases, district officials will confer with the health department for a closure plan of that building.</li> <li>Building will execute an immediate remote learning plan and schedule (if the building is closed).</li> <li>Reopening communications will be provided to stakeholders from the district.</li> </ul>	
1 confirmed case* of immediate household members of a staff member.	<ul style="list-style-type: none"> <li>Staff are considered essential employees and will comply with health department regulations.</li> <li>If staff shows not symptoms and is not running a fever they may continue to work while wearing a mask and maintaining social distancing.</li> </ul>	
Confirmed exposure* of staff or travel to an impacted state/country/location.	<ul style="list-style-type: none"> <li>Staff are considered essential employees and will comply with health department regulations.</li> <li>If staff shows not symptoms and is not running a fever they may continue to work while wearing a mask and maintaining social distancing.</li> </ul>	
Visitor who has entered our building and is a confirmed case.	<p>The District will communicate the situation with building stakeholders.</p> <ul style="list-style-type: none"> <li>District officials will confer with the health department for a closure plan (if needed) of that building.</li> <li>Sanitization plan will be executed by the district facilities team.</li> <li>Building will execute an immediate remote learning plan and schedule (if the building is closed).</li> <li>Reopening communications will be provided to stakeholders from the district.</li> </ul>	
<p><i>*A case is considered "confirmed" when the individual has had a positive test conducted by a medical professional.</i></p> <p><i>*A confirmed exposure will be based on the continued tracing of the medical community.</i></p>		
Short Term Closure	School building closed for up to 2-5 school days	<ul style="list-style-type: none"> <li>Remote learning will be used by teachers</li> </ul>
Extended Building Closure	School building closed for 6 school days or more	<ul style="list-style-type: none"> <li>Remote learning will be used by teachers</li> </ul>

# Nebraska State Legislature

SENATOR DAVE MURMAN

District 38  
State Capitol  
PO Box 94604  
Lincoln, Nebraska 68509-4604  
(402) 471-2732  
dmurman@leg.ne.gov



COMMITTEES

Education  
Health and Human Services  
Committee on Committees

July 14, 2021

Mr. Matt Sullivan  
President  
Superior Public School Board

Dear School Board President,

It is with great concern that I write to you today. For years the parents, guardians and local officials of our state have wholeheartedly rejected Comprehensive Sex Education (CSE) curriculum in Nebraska's Schools. Yet, upon drafting their new Health Education Standards, the Nebraska Department of Education has taken it upon itself to not only include CSE, but other highly controversial content as well.

On July 1<sup>st</sup>, thirty Nebraska state senators issued a joint letter opposing the Nebraska Department of Education's proposed health standards and calling on local school boards to adopt resolutions to reject the proposed health standards and retain local control over the content of their health curriculums.

As I'm sure that you're aware, the proposed health standards contain many troubling aspects as noted in the attached document and have received overwhelming opposition at public forums by those who believe that parents should decide when their children learn delicate topics of life.

I would respectfully encourage that you consider the concerns expressed by parents and exercise local control by adopting the attached resolution. By doing so, you will stand with school boards across Nebraska who are adopting the Resolution and submitting by mail or email to the State Board of Education and Commissioner Blomstedt. It is our hope that as they receive Resolutions from every corner of the state, they will get the message that such controversial content has no place in our schools.

Should you have any questions, please feel free to email me at [dmurman@leg.ne.gov](mailto:dmurman@leg.ne.gov) or call my cell phone at 402-469-1241 and let me know what your board has decided. I am very grateful for your service and the work you are doing to make our schools an excellent place for student to learn, grow, and succeed.

Sincerely,

Senator Dave Murman  
District 38

Enc.

## Nebraska Health Education Standards

Currently the State has no health standards, and the board is not required under state law to create health standards, unlike core academic subjects of math, English, writing, social studies and science, for which the law mandates state standards. If approved, the health standards would only be recommended for adoption by local districts.

Just a few of the red flags in K-4...

- introduction to genitalia begins in kindergarten (~5 yrs old).
- introduction to "consent" begins in kindergarten (why do they need to know what "consent" means - statutorily and in reality, a 5-year old is not able to give consent for serious lifelong decisions!)
- kindergartners discuss, "different kinds of family structures. (e.g. single parent, blended, intergenerational, cohabitating, adoptive, foster, same-gender, interracial)" (also, as though interracial were equivalent to, say, same sex)
- "gender identity" discussions begin in 1st grade (~6 yrs old), as does discussions of "gender-role stereotypes"
- grade 2 students are introduced to discussions about "how media influences thoughts, feelings, and beliefs(e.g. bias, perceptions, social norms, spirituality, gender roles)
- grade 2 students are visually displayed genitals
- grade 3 students (~8 yrs old) begin to discuss:
  - sexual orientation
  - the range of ways that people express their gender and how gender-role stereotypes may influence behavior
  - all genders, gender expression, and gender identities
  - points children to, amongst other things, websites to seek "accurate" sexual information- grade 4 students:
  - "medically accurate" resources from "on the internet" and via "professionals in their community."
  - unconscious bias and "inclusiveness in a variety of relationships"
  - distinguish sexual orientation and gender identity
  - how to "demonstrate the use of healthy and respectful words and actions to express friendship, attraction, and affection."
  - distinguish between sex at birth and gender identity and "how they may differ"

BE IT RESOLVED BY THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 65-0011  
IN THE STATE OF NEBRASKA AS FOLLOWS:

Section 1. The Board of Education (the "Board") hereby makes the following findings and determinations:

- (a) Parents and guardians are the primary educators of their own children, especially in matters of faith and morals, including sex education; and
- (b) The school district is to support and assist the education of children, not to replace the parent; and
- (c) The Nebraska Department of Education has proposed Health Education Standards which could infringe on parents' role as primary educators of their own children; and
- (d) Parents in this District have voiced their concerns over some of the proposed Standards, making it clear that they do not intend to relinquish their role as primary educators of their own children; and
- (e) Parents who support some or all of the proposed Health Education Standards have every right and every opportunity to avail themselves of any and all educational material necessary to educate their own children in a manner consistent with the proposed Health Education Standards from the Nebraska Department of Education, and their right and ability to do so is not adversely affected by this District's decision to decline the adoption of the proposed Health Education Standards.

Section 2. The Board hereby directs and determines that the District will not adopt or utilize the Health Education Standards proposed by the Nebraska Department of Education. The District will make its own determinations regarding the content of its health education curriculum.

Section 3. At such time as the Nebraska Department of Education removes all content which promotes ideological positions on human sexuality, the District will consider the adoption of new Health Education Standards.

RESOLVED on this \_\_\_\_ day of \_\_\_\_\_, 2021

<http://members.nasbonline.org/index.php/events>

To register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'.  
If you do not have an email and password to log in or have forgotten it, please contact NASB at 800-422-4572 for assistance.



## YOUR MONTHLY BOARD AGENDA UPDATE VIDEO LINKS

<http://members.nasbonline.org/index.php/news-resources/videos>

### AUGUST

NASB MEMBER ESSER ZOOM W/ NDE - AUGUST 4

AREA MEMBERSHIP MEETING - AUGUST 24 - GERING

AREA MEMBERSHIP MEETING - AUGUST 25 - NORTH PLATTE

AREA MEMBERSHIP MEETING - AUGUST 31 - VALENTINE

### SEPTEMBER

NASB LEGISLATIVE LUNCH - SEPTEMBER 1 - NIOBRARA W/ SEN. TIM GRAGERT

AREA MEMBERSHIP MEETING - SEPTEMBER 1 - NORFOLK

AREA MEMBERSHIP MEETING - SEPTEMBER 8 - KEARNEY

FACILITIES & CONSTRUCTION WORKSHOP - SEPTEMBER 9 - KEARNEY

AREA MEMBERSHIP MEETING - SEPTEMBER 15 - YORK

2021 THRIVING CHILDREN, FAMILIES, AND COMMUNITIES CONFERENCE - SEPTEMBER 27 - VIRTUAL

AREA MEMBERSHIP MEETING - SEPTEMBER 29 - FREMONT

### OCTOBER

AREA MEMBERSHIP MEETING - OCTOBER 5 - LA VISTA

AREA MEMBERSHIP MEETING - OCTOBER 6 - NEBRASKA CITY

LABOR RELATIONS CONFERENCE - OCTOBER 12-13 - LINCOLN

5TH ANNUAL SPARQ TAILGATE - OCTOBER 30 - EMBASSY SUITES - LINCOLN

### NOVEMBER

2021 STATE EDUCATION CONFERENCE - NOVEMBER 17-19 - DOWNTOWN OMAHA

---

## NASB Monthly Update for Board Meetings Agenda Item:

August 2021

View the Monthly Update in video form at:

<http://members.nasbonline.org/index.php/news-resources/videos>

**REMINDER: According to the Superintendent Pay Transparency Act, any new contract, changes to an existing contract, or automatic renewals shall be posted on the school's website and submitted to NDE by August 1st.**

---

### Latest 'Board Notes' – Monthly Newsletters

- *A Meeting of Your NASB Legislation Committee ...*
- *Ord Qualifies for International NCF-Envirothon*
- *New faces On NASB's Board Leadership Team!*
- *EHA Open Enrollment for Board Members*
- *NASB/NIS Expand Endorsement Agreement to Include Vision*
- *... And Much More!*

### **Latest NASB Quick Video – “Understanding the Boards Role in the Curriculum Review Process”**

- <http://members.nasbonline.org/index.php/news-resources/videos>
- 

### “NASB Update – Annual Board Calendar”

View the full calendar at: <http://members.nasbonline.org/index.php/resources>

As a board, some items you should doing, or have on the monthly agenda include:

#### POLICY GOVERNANCE

- **Option Enrollment Application period.** School districts will accept option enrollment applications between September 1 and March 15 for attendance during the following and subsequent school years.
- **Personnel Report.** On or before September 15 all schools shall file with the Department of Education a fall personnel report, which shall specify the names of all individuals employed by the school who are certificated.
- **Federal Family Educational Rights and Privacy Act (FERPA).** Annual notice provided to parents/guardians and eligible students of their rights to inspect and review educational records, amend education records, consent to disclose personally identifiable information in education records and file a complaint with the U.S. Department of Education. Sample Notice: <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>
- **Federal Protection of Pupil Rights Amendment (PPRA).** Annual notice provided to parents of the policies regarding surveys of students, instructional materials, physical examinations, personal information used for marketing.

- **Federal Child Nutrition Programs.** If school districts participate in National School Lunch Programs the School Breakfast Program or the Special Milk Program, they must provide parents and the public information about free and reduced-price meals and/or free milk and must provide parents with an application form.
- **Federal Asbestos Hazard Emergency Response Act (AHERA).** Requires school districts to have an asbestos management plan for each school building in the district (whether lease or own). Annually, school districts must notify parents, teachers, and employee organizations of the availability of the asbestos management plan. All members of the custodial staff who work in a building containing asbestos must have awareness training and all new custodial staff must be training within the first 60 days of hiring. Sample Notice:  
<http://yosemite.epa.gov/R10/OWCM.NSF/d14dabb756dc1fb3882565000062f164/c18ad083691dcdc38825672f0058649d!OpenDocument>
- **Federal McKinney-Vento Homeless Assistance Act.** Requires public notice of the education rights of homeless students. The notice must be disseminated in places where homeless students receive services including schools, family shelters, and soup kitchens. They must be understandable to homeless students and their parents and when necessary in their native language. Downloadable poster:  
[http://center.serve.org/nche/pr/er\\_poster.php#youth](http://center.serve.org/nche/pr/er_poster.php#youth)
- **Federal Non-Discrimination.** Requires all recipients of federal funds to notify their students, parents, and others that they do not discriminate on the basis of race, color, national origin, sex, disability, and age, and, if applicable, that they provide equal access to the Boy Scouts of America and other designated youth groups.
- **Federal Individuals with Disabilities Education Act (IDEA).** Annual notice to parents of a child with a disability of the district's procedural safeguards. A notice must also be placed on the district's website. The notice must be easily understandable and in the native language of the parents. Sample Notice:  
[http://idea.ed.gov/download/modelform\\_Procedural\\_Safeguards\\_June\\_2009.pdf](http://idea.ed.gov/download/modelform_Procedural_Safeguards_June_2009.pdf)

#### DISTRICT/ESU RESOURCES [BUDGET]

- **Collective Bargaining; Timelines.** On or before September 15, negotiations contract dispute decision; Boards may enter into collective bargaining agreements for periods not to exceed four years.
- **Collective Bargaining Timeline.** On or before September 1 of the year preceding the contract year in question, the certificated and instructional employees' collective-bargaining agent shall request recognition as bargaining agent. The governing board shall respond to such request not later than the following October 1
- Board/Administrators Budget Work Session
- **Certification of District's Assessed Valuation Public Budget Hearing / Adopt Budget;** Due on or before September 20
- **Board Adopted Budget.** On or before September 20, General Budget Adoption. The board shall file with, certify to the levying board, and file with the auditor a copy of the adopted budget statement together with the amount of the tax required to fund the adopted budget.
- **Report to County Board.** On or before September 20, a [Class III school district boards] are required to report to the county board and the learning community coordinating council (if applicable) the entire revenue raised by taxation and all other sources for the previous fiscal year and a budget for the ensuing fiscal year.
- **Class IV District Report to County Board.** On or before September 20, [Class IV school district boards] are required to report to the county board an estimate of the amount of funds required for the next school fiscal year.

- **Class V District Report to County Board.** On or before September 20, [Class V school district boards] that is a member of a learning community is required to report to the county board and the learning community coordinating council the entire revenue raised by taxation and all other sources for the previous school fiscal year and a budget for the ensuing school fiscal year.

## REPORTS

- Board Committees; Superintendent; Administrators
- **American Civics Committee.** Beginning of every school year, the school board must appoint a committee of three to be known as the Committee on American Civics. The committee will hold no fewer than two public meetings annually, at least one when public testimony is accepted. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section. Reference: (January) Board Committee Appointments.
- **Security Assessment.** State school safety director is required to complete an assessment of the security of each school building no later than August 31

## LEARNING COMMUNITY

- **Learning Community Attendance Reports.** On or before September 1, each district that is a member of a learning community needs to report to the learning community coordinating council attendance reports including violations of attendance, results of attendance investigations, policies on excessive absenteeism and records of notices and reports.
- **Learning Community Budget.** On or before September 1, the Learning Community shall file a copy of the adopted budget statement with member school districts.

---

### **NASB's Video Resources:** <http://members.nasbonline.org/index.php/news-resources/videos>

- Legal Resources, NASB's Live & Learn Series, Q&A's with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, Monthly Board Agendas, and MUCH more!

---

### **Networking & Events ... Register Now:** <http://members.nasbonline.org/index.php/events>

- Area Membership Meetings – August to October
  - August 24 – Gering
  - August 25 – North Platte
  - August 31 – Valentine
  - September 1 – Norfolk
  - September 8 – Kearney
  - September 15 – York
  - September 29 – Fremont
  - October 5 – La Vista
  - October 6 – Nebraska City
- Facilities & Construction Workshop – September 9 – Kearney



- 
- Labor Relations Conference – October 12-13 – Lincoln
  - 5<sup>th</sup> Annual Sparq Tailgate Party – October 30 – Embassy Suites - Lincoln
  - State Education Conference – November 17-19 – CHI Health Center, Omaha
- 

**Advocacy/2021 Legislative Session:**

- The 2021 legislative session has wrapped. Keep tabs with all things pertinent to your school at NASB's Govt Relations page at <http://members.nasbonline.org/index.php/government-relations>
- 

Follow NASB on twitter at [www.twitter.com/NASBOnline](http://www.twitter.com/NASBOnline) using the hashtag #liveNASB  
and on Facebook at [www.facebook.com/NASBOnline](http://www.facebook.com/NASBOnline)

Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the ***Board Notes newsletter*** for "This Month In ...". To access the latest newsletter, click here:  
<http://members.nasbonline.org/index.php/news-resources/board-notes>



## **3030 Automatic External Defibrillator (AED) Program**

An automatic external defibrillator (AED) is a portable device used to induce electrical stimulation to the heart muscle in the event of a potential cardiac arrest. The school district has a limited number of AEDs in its facilities. The location of the AEDs will be determined by the AED Program Coordinator in consultation with members of the school district administration and the local fire/EMS department. The presence of AEDs in certain locations in selected district buildings does not imply that AEDs will generally be available in all locations or in all district buildings. Likewise, the district does not make any promise, express or implied, that a trained staff member will be available to operate the AED in the event of a potential cardiac arrest.

### **1. Equipment**

Equipment shall be an automated external defibrillator in working condition that meets standards established by the Federal Food and Drug Administration and is in compliance with the manufacturer's maintenance schedule. Gifts, grants and donations, including in-kind donations, designated for obtaining an automated external defibrillator, or for inspection, maintenance or training in the use of an automated external defibrillator will be accepted and placed into a special district account to assist in obtaining and maintaining AEDs.

When the school acquires an AED it will notify the local emergency medical service of the existence, location, and type of the AED, and will notify EMS of any change in the location of such defibrillator. If an AED is located in a bus or other school vehicle, only the primary site where the vehicle or object is located will be reported to EMS.

### **2. Program Coordinator**

a. The School District's AED Program Coordinator is Megan McMeen, school nurse.

b. The Program Coordinator shall:

- Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED
- Select employees for AED training
- Arrange for appropriate training of anticipated users at least annually

- Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- Maintain on file a specification sheet on each approved AED model
- Monitor the effectiveness of this system
- Communicate with medical director on issues related to medical emergency response program including post-event reviews
- Coordinate with the local fire department and police department
- Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing or recharging components of the AED as appropriate.

### 3. Medical Oversight

- a. The medical advisor of the AED program is Timothy Blecha, MD.
- b. The medical advisor has ongoing responsibility for:
  - Providing medical direction for use of AEDs
  - Writing a prescription for AEDs
  - Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardio pulmonary resuscitation
  - Evaluation of post-event review forms and digital files downloaded from the AED

### 4. Volunteer Responders

Anyone may, at their discretion, provide voluntary assistance to victims of medical emergencies. The extent to which these individuals respond shall be appropriate to their training and experience, and may include CPR, AED or medical first aid.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3031**  
**Students Electing to Attend School in Adjoining State**

The board shall deny applications of students seeking to attend school in an adjoining state. The board shall make an exception to this policy only upon a showing by the student's family that (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district's financial circumstances will be unaffected by the out-of-state transfer.

This policy shall not apply to out-of-state placements of students with verified disabilities by their Individualized Education Plan Teams.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3032**

### **Copying Fees for School District Records**

Requests for copies of school district records shall be subject to applicable copying fees. No fee shall be charged for providing a copy of a student or public record if a specific law or regulation requires the copy to be provided without charge.

**Student Records.** Students and their parents or guardians shall not be charged any fee to inspect and review the student's files or records. Students and their parents or guardians who desire a copy of the student's files or records shall pay the reasonable cost of reproduction as follows:

- Black and white letter or legal-sized photocopies: No charge for the first two copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first ten pages; 25 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Students and their parents or guardians **shall not be charged any fee:**

- To search for or retrieve any student's files or records.
- For a copy of a student's Individualized Education Plan (IEP).
- For copy of the special education evaluation report and the documentation of determination of eligibility for special education services upon completion of the administration of assessments and other evaluation measures.
- If the fee effectively prevents the parents from exercising their right to inspect and review student records.

**Student Records – Transfer School.** A copy of the student's files or records, including academic material and any disciplinary material relating to any suspension or expulsion shall be provided at no charge, upon request, to any public or private school to which the student transfers.

**Public Records.** Individuals requesting copies of public records shall pay the actual added cost of making the copies available.

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- The actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first four hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first four hours.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first two copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first ten pages; 25 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

**Deposit.** The school district may require a deposit before providing copies of student or public records if the estimated cost to fulfill the request exceeds fifty dollars.

**Waiver.** Documents may be furnished without charge or at a reduced charge where the district determines that waiver or reduction is in the public interest.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

### **3033**

#### **Lending Textbooks to Children Enrolled in Private Schools**

The school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15<sup>th</sup> prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.

Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.

On or before November 15<sup>th</sup>, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15<sup>th</sup> prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make

textbooks available to parents or guardians on or before August 15<sup>th</sup>. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.

The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

### 3035

#### Chain of Command – District Administration

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. Following is the administrative chain of command working from the lowest level on the chain upward.

<b>Student Discipline:</b>	1. Classroom Teacher 2. Principal/Assistant Principal 3. Superintendent
<b>Instruction or Curriculum:</b>	1. Teacher 2. Principal/Curriculum Director 3. Superintendent
<b>Transportation:</b>	1. Bus Driver 2. Principal/Assistant Principal 3. Superintendent
<b>Facilities, Grounds, or Maintenance:</b>	1. Custodial staff 2. Head custodian 3. Principal 4. Superintendent
<b>Policy or Handbook:</b>	1. Principal 2. Superintendent
<b>Athletics:</b>	1. Coach 2. Athletic/Activities Director 3. Principal 4. Superintendent
<b>Personnel:</b>	1. Employee in question 2. Principal 3. Superintendent
<b>All Other Matters</b>	1. Building Principal 2. Superintendent

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This

policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution. The most effective means of initial communication is a personal conference, e-mail, or telephone conversation. E-mail addresses and phone numbers can be found on the school district's website at <http://www.superiorwildcats.org/>

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3036

### **Purchasing (Credit) Card Program**

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board shall determine the type of purchasing card or cards to be used in the program and shall contract with a third-party provider as provided by law.

**Authorized Purchases.** Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and other standing authorized expenditures approved by the building principal. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$2,000.

**Unauthorized Purchases.** In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

**Authorized Users.** Individuals holding the following titles may be assigned an individual purchasing card: Superintendent, Elementary Principal, Secondary Principal, Wildcat Food Manager. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

**Documentation.** Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district.

**Suspension or Termination of Privileges.** The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

**Purchase Review Procedures.** The superintendent, or his or her designee, and building principals shall conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3037 Petty Cash**

The elementary school, junior/senior high school, and school district office each shall have a petty cash fund for the purchase of materials, supplies, services, or other school related goods and services in circumstances requiring immediate payment.

**Fund Custodians.** The amount of each fund will not exceed \$1,000. The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

Elementary School:	Secretary
Junior/Senior High School:	Secretary or Bookkeeper
District Office:	Bookkeeper

Petty fund disbursements may only be made with the authorization of the petty cash fund custodian or the superintendent.

**Documentation.** All petty cash fund disbursements are to be supported by an itemized receipt or other sufficient evidence that documents the expenditure. The itemized receipt or supporting documentation shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district. Expenses will be assigned to the proper budget account.

**Unauthorized Purchases.** In no event shall the petty cash fund be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

**Purchase Review Procedures.** The superintendent, or his or her designee, and the school district treasurer shall conduct independent reviews of petty cash fund expenditures on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with petty cash fund

documentation that includes a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided by board policy or as otherwise allowed by law.

**Reconciliation and Closeout.** Each petty cash fund will be reconciled by the school district treasurer and closed out at the end of the fiscal year (August 31st). The petty cash fund will be reestablished by the board of education at its September meeting or at such other meeting as determined by the board.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3039

### Threat Assessment and Response

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

#### 1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
  - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
  - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
  - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
  - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

## **2. Obligation to Report threatening Statements or Behaviors**

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

## **2. Threat Assessment Team**

The threat assessment team (team) shall consist of superintendent, building principals, guidance counselor, social worker, SPED director, school nurse, and school psychologist. Local law enforcement will be involved as needed. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team. The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

### **3. Threat Assessment Investigation and Response**

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate.
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

### **4. Communication with the Public about Reported Threats**

To the extent possible, the team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

## **5. Coordination with the Crisis Team After Resolution of Threat**

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Adopted on: June 11, 2018

Revised on: July 8, 2019 July 13, 2020

Reviewed on: \_\_\_\_\_

## **3040 School Safety and Security**

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

### **I. General Safety and Security**

#### **a. NDE Rubric**

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

#### **b. School Hours**

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

#### **c. Access to School Facilities**

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

#### **d. Memorials**

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be

displayed anywhere on school premises without board approval.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

## **II. Superintendent's Duties Related to Safety and Security**

### **a. Appointment of Crisis Team**

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

### **b. Compliance with Fire and Safety Codes**

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

### **c. Annual Safety Audits**

The Superintendent will arrange for the performance of an annual safety audit using an external consultant utilizing the standardized audit protocol adopted by the Nebraska Department of Education.

#### **d. Mutual Aid Agreements**

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

### **III. Building Principals' Duties Related to Safety and Security**

#### **a. Positive and Safe Learning Environment**

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

#### **b. Visitor Protocol**

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

**c. Emergency Drills**

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3041**

### **Crisis Team Duties**

The crisis team is responsible for planning for the safety and security of the school, staff, and students. The teams will respond to and manage any safety or security incident that occurs in the school setting or which has the potential to disrupt the orderly operation of the school system.

#### **1. Membership on and Chair of Team**

The superintendent will appoint members to serve on the crisis team.

If the superintendent does not serve on the crisis team personally, he/she shall appoint an individual to serve as the chair of the crisis team. The chair of the crisis team shall have the responsibility of scheduling crisis team meetings, documenting crisis team actions and reporting to the board at least annually on the district's All-Hazard School Safety Plan and other activities of the crisis team.

#### **2. Meetings of the Crisis Team**

The crisis team will meet at least twice annually with representatives from local law enforcement and local fire and rescue personnel. At these meetings, the team will coordinate with local agencies to prepare for and communicate about a variety of real world scenarios.

The crisis team will meet at such additional times as necessary to fulfill the duties given to it pursuant to this policy.

#### **3. School Self-Assessment**

The crisis team shall conduct the self-assessment created by the Nebraska Department of Education as part of its School Safety and Security Standards. This assessment shall be conducted for each school building. The team shall report the results of this self-assessment to the superintendent and to the board of education.

Either the superintendent or the chair of the safety committee will also report the results of the self-assessment to the Nebraska Department of Education.

#### **4. All-Hazard School Safety Plan**

The crisis team will create an All-Hazard School Safety Plan. The plan must be customized to the needs of each of the school district's buildings. The plan must include all of the components required by the School Safety and Security Standards adopted by the Nebraska Department of Education, and shall meet at least the minimum indicators set by those Standards.

The crisis team shall share a copy of the district's All-Hazard School Safety Plan with local authorities and first responders.

The chair of the crisis team shall provide a copy of the district's All-Hazard School Safety Plan to the NDE Security Assessor at least one-week prior to the assessor's scheduled visit to the district.

#### **5. Standard Response Protocol (SRP)**

Crisis team shall be knowledgeable about the Standard Response Protocol promoted by the "I Love U Guys" Foundation.

The crisis team will coordinate with members of the administrative team to arrange for all students, employees and other individuals who routinely use the district's facilities to receive SRP training and guidance.

The crisis team will assess the need for SRP to be implemented at off campus locations where students may be present for school activities.

The crisis team will confer with individuals knowledgeable about students, staff or patrons who may have special needs in order for those individuals to be able to understand and implement the SRP.

#### **6. Consultation With Building Principals**

The crisis team shall confer with the principal of each building within the district to ensure that visible signage is present in each building which meets the needs of local emergency responders

The crisis team will review the utility of non-required drills in light of the needs and unique circumstances present within each building within the district. Non-required drills recommended by NDE include lock-down, lock out, evacuation, shelter and reunification process. The crisis team will consult with building principals to review both required and non-required drills.

**7. Consultation with Threat Assessment Team**

The crisis team will consult with members of the threat assessment team to determine if the district’s All-Hazard School Safety Plan has been appropriately implemented and if it should be modified or updated.

**8. Review of Training**

The crisis team shall review the training which the school system provides for specified employees in required areas to comply with local, state, and federal regulations.

The crisis team shall also review any non-required training which could be provided to appropriate staff to increase the safety and security of the school district and its students, staff and patrons. If the team believes such non-required training would be beneficial, it shall recommend to the superintendent that the training be provided to the identified staff member at district expense.

**9. Communication with School Community and Stakeholders**

The crisis team will work continuously to improve communication with the school community and relevant stakeholders. This communication shall include, but not be limited to, the communication strategies and protocols identified in the district’s All-Hazard School Safety Plan.

**10. Communication with the Board of Education**

The crisis team will report to the board at least annually on its activities. This report may be included as part of the superintendent’s report at a regular board meeting.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3044 Incidental or De Minimis Use of Public Resources**

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3045 Use of Sniffer Dogs**

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

### **Protocol for Use of Sniffer Dogs**

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer

dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

### **NOTICE TO STUDENTS AND STAFF**

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3046 Animals at Schools

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or her designee except as provided in this policy or as otherwise required by law.

### **I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES**

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

### **II. SERVICE ANIMALS**

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

**Service Animal.** A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also**, Miniature Horses below.

**School District Inquiries.** School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

**Procedural Requirements.** The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

**Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or

superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

**Health and Vaccination.** The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

**Control.** A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

**Exclusion or Removal from School.** A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

**Allergic Reactions.** If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting

between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

**Supervision and Care of Service Animals.** The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

**Extra Charges.** The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

**Damage to School Property and Injuries.** The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

**Miniature Horses.** Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

**Service Animal in Training.** This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

**Denial of Access and Grievance.** If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

### **III. THERAPY ANIMALS**

The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

**Therapy Animal.** A “therapy animal” is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not “service animals” as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district.

**Therapy Animal Standards and Procedures.** The following requirements must be satisfied *before* a therapy animal will be allowed in school buildings or on school grounds:

**Request.** An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used. When a request to bring a therapy animal to school is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student’s respective IEP Team and/or 504 Team for its consideration and/or input.

**Training and Certification.** The Owner must submit training and certification information requested by the Superintendent or his or her designee. Any certification required by the school district must remain current at all times.

**Health and Vaccination.** The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of the therapy animal’s current vaccinations and immunizations from a licensed veterinarian, if applicable.

**Control.** A therapy animal must be under the control of the Owner at all times.

**Identification.** The therapy animal must have appropriate identification identifying it as a therapy animal.

**No Disruption.** The therapy animal must not disrupt the educational process by any of its behaviors.

**Health and Safety.** The therapy animal must not pose a health and safety risk to any student, employee, or other person at school.

**Supervision and Care of Therapy Animals.** The Owner is solely responsible for the supervision and care of the therapy animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

**Authorized Area(s).** The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by school district administrators.

**Insurance.** The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

**Exclusion or Removal from School.** A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not housebroken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

**Allergic Reactions.** If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

**Damages to School Property and Injuries.** The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

**Other Therapy Animals.** Therapy animals (1) owned by students, patrons, or other non-school employees or (2) owned by school employees for their own benefit will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: June 11, 2018

Revised on: July 8, 2019; July 13, 2020

Reviewed on: \_\_\_\_\_

**3047**  
**Data Breach Response**

**I. Preparation**

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

**A. Data Governance**

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Staff members with access to district devices,
4. Staff members with active usernames and passwords for any district software.

**B. New Devices and Software**

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

**II. Incident Response Plan**

**A. Assessment and Investigation**

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that

personal information has been or will be used for an unauthorized purpose.

3. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

**B. Notification of Affected Individuals**

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

**C. Notification of Law Enforcement and Outside Organizations**

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3048 Communicable Disease**

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases.

**Communicable Diseases.** Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.

**School Attendance and Participation in School Sponsored Activities.** A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

**Infection and Exposure Control Procedures/Universal Precautions.** The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control plan will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but it's not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

**Confidentiality.** The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's

communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

**Staff Training.** Staff will receive training regarding communicable diseases and the requirements of this policy and any adopted procedures as part of the training received under the Workplace Injury Prevention and Safety Committee policy.

**Reporting.** School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3049

### **Drones and Unmanned Aircraft**

Drones, Unmanned Aircraft Systems, and any other such vehicles (“drones”), which are not operated for purposes of district programs or activities, may not be operated on or above district property without the prior written permission of the superintendent or designee. Any authorized use of drones must comply with all state and federal regulations governing the operation of drones, including FAA regulations.

Drones owned by the district or operated on or above district property with permission must be operated:

1. In compliance with this policy and all other district policies;
2. Only outside the school building(s) in the area authorized or designated by the superintendent or designee;
3. Under the direct supervision of an individual fully trained and skilled in the system’s operation;
4. By an individual with the requisite skill and training to safely operate the drone; and
5. Consistent with any other limitations imposed by the superintendent or designee.

Any monitoring or recording of picture, video, or audio by a drone must have the prior written permission of the superintendent or designee and comply with all board policies governing recordings, data, and records.

Any unauthorized use of a drone is strictly prohibited. Devices used in a manner that does not comply with this policy or applicable state and federal law may be confiscated and the operator may be subject to discipline, civil liability, or criminal liability.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3050 Technology in the Classroom**

### **I. In General**

The district desires to use technology in a way that aides in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

### **II. Devices**

A. Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom, should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
2. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.
3. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video

recordings must have that function disabled while the student uses the device is in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

- B. Any classroom recordings made by a staff member will be made pursuant to district policy.

### III. Applications

- A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.

- B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

- C. Staff-Selected Applications.

1. Staff are permitted to select applications for use in the classroom.
2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Adopted on: June 11, 2018

Revised on: July 8, 2019

Reviewed on: \_\_\_\_\_

## **3053 Nondiscrimination**

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district’s complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district’s Title IX and/or Section 504/ADA Coordinator.

Adopted on: June 11, 2018  
Revised on: July 8, 2019  
Reviewed on: \_\_\_\_\_

## **3057 Title IX Policy**

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

### **1. Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

### **2. Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it

effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
  - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
  - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
  - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - 2.6.4.2.1. The length of the relationship.
    - 2.6.4.2.2. The type of relationship.
    - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

### **3. Discrimination Not Involving Sexual Harassment.**

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

**3.3. Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006.

#### **4. Response to Sexual Harassment**

**4.1. Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

**4.2. General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

**4.3. Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

**4.4. Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment.**

5.1. **General Requirements.**

- 5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
  - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
  - 5.1.4.2.2. The scope of the district's education program or activity;
  - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
  - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

## 5.2. **Notice of Allegations.**

- 5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
- 5.2.1.1. A copy of this policy.
  - 5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at

the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

- 5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

### 5.3. **Dismissal of Formal Complaint.**

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a format complaint if the conduct alleged in the formal complaint:
  - 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
  - 5.3.2.2. Did not occur in the district's education program or activity; or
  - 5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding

responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district

does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

**5.6. Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

### **5.7. Determination Regarding Responsibility**

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the

preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
- 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- 5.7.2.3. Findings of fact supporting the determination;
- 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
- 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the

district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that

reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

**5.9. Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

- 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

**5.10. Recordkeeping.**

- 5.10.1. The district will maintain for a period of seven years records of:
  - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
  - 5.10.1.2. Any appeal and the result therefrom;
  - 5.10.1.3. Any informal resolution and the result therefrom; and
  - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
- 5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures

designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools.**

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial

proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

#### 10.1. **Specific Circumstances.**

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the

district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: August 10, 2020

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## Secondary Principal Report

Bob Cook, Principal

August 9, 2021

### 2021-22 Projected Enrollment

<u>Grade</u>	<u>Girls</u>	<u>Boys</u>	<u>Total</u>
6 <sup>th</sup>	11	17	28
7 <sup>th</sup>	11	12	23
8 <sup>th</sup>	16	23	39
9 <sup>th</sup>	14	18	32
10 <sup>th</sup>	17	14	31
11 <sup>th</sup>	16	24	40
12 <sup>th</sup>	<u>12</u>	<u>17</u>	<u>29</u>
Totals	97	125	222

(2020/2021 end of the year enrollment for grades 6-12 was 216)



# August 2021 School Board Report

**Jodi Fierstein**

**Elementary Principal**

**Director of Special Services**

## **PK-5 Open House:**

Tuesday, August 10th from 6:00-7:00pm

## **Enrollment (as of 8/5/21):**

PreK - 34

Kind - 29

1st - 28

2nd - 27

3rd - 24

4th - 25

5th - 29

Total K-5 Enrollment: 162

## **Back-to-School Assembly and Wildcat Prides (K-5):**

Friday, August 13th (afternoon)

Relationship building, teaching common area expectations, guest speaker

## **Summer Professional Development:**

35 days - trainings and/or curriculum work

54 graduate level credit hours earned

June 1:

Mrs. Henry, Mrs. Kuhlmann - Math curriculum work (SIS)

June 6:

Mrs. J. Utecht, ELA curriculum work

June 7:

Mrs. Renz, Mrs. Baird, Mrs. Fierstein, Mr. Chadwell, Mrs. C. Utecht, Mrs. Trumble, Mrs. Zoltenko, Rebecca, Mrs. Boyles - PBIS Conference

June 8:

Mrs. Renz, Mrs. Baird, Mrs. Fierstein, Mr. Chadwell, Mrs. C. Utecht, Mrs. Trumble, Mrs. Zoltenko, Mrs. Boyles - PBIS Conference

June 10:

Ms. Asche, Ms. VanNatter, Ms. Fiegenger, Mrs. Elting - New Teacher Technology Training

June 11:

Mrs. J. Utecht, ELA curriculum work

June 14:

Ms. Asche, Mrs. Renz, Mrs. J. Utecht, Mrs. Fierstein, Mrs. Baker - ELA Curriculum Work  
Mrs. Henry, Mrs. Kuhlmann, Math Curriculum Work

June 15:

Ms. Asche, Mrs. Renz, Mrs. J. Utecht, Mrs. Fierstein, Mrs. Baker - ELA Curriculum Work

June 16:

Ms. Asche, Mrs. Renz, Mrs. J. Utecht, Mrs. Fierstein, Mrs. Baker - ELA Curriculum Work  
Mrs. Henry, Mrs. Kuhlmann - Math Curriculum Work

June 17:

Ms. Asche, Mrs. Renz, Mrs. J. Utecht, Mrs. Baker - ELA Curriculum Work  
Mrs. Fierstein - Leadership Retreat  
Mrs. Henry, Mrs. Kuhlmann - Math Curriculum Work

June 18:

Ms. Asche, Mrs. Renz, Mrs. J. Utecht, Mrs. Fierstein, Mrs. Baker - ELA Curriculum Work  
Mrs. Henry - Math Curriculum Work

June 21:

Mrs. Henry, Mrs. Kuhlmann - Math Curriculum Work

June 22:

Mrs. Renz, Mrs. Baird, Mrs. Fierstein, Mrs. C. Utecht, Mrs. Trumble - PBIS Work Day

June 23:

Mrs. Henry, Mrs. Kuhlmann - Math Curriculum Work

June 29:

Mrs. Henry, Mrs. Kuhlmann - Math Curriculum Work

June 30:

Mrs. Henry, Mrs. Kuhlmann - Math Curriculum Work

July 1:

Mrs. J. Utecht, ELA curriculum work

July 6:

Mrs. J. Utecht, ELA curriculum work

July 7:

Mrs. Henry, Math Curriculum Work

July 9:

Mrs. J. Utecht, ELA curriculum work

July 10:

Mrs. J. Utecht, ELA curriculum work

July 11:

Mrs. J. Utecht, ELA curriculum work

July 15:

Mrs. Henry, Mrs. Kuhlmann - Math Curriculum Work

July 19:

Mrs. Henry, Mrs. Kuhlmann - Math Curriculum Work

July 22:

Mrs. C. Utecht, Mrs. Trumble - Autism Training

July 23:

Mrs. C. Utecht, Mrs. Trumble - Autism Training

July 24:

Mrs. J. Utecht, ELA curriculum work

July 25:

Mrs. J. Utecht, ELA curriculum work

July 26:

Mrs. Baker, Mr. Nannen, Mrs. Kuhlmann, Ms. Fiegener, Mrs. Henry, Mrs. Elting, Mrs. Kile, Mrs. Ohmstede, Ms. VanNatter, Mrs. Renz, Mrs. Asche, Mrs. Baird, Mrs. Fierstein, Mrs. J. Utecht, Mrs. Blackstone, Mrs. C. Utecht, Mrs. Trumble - ELA Curriculum Work

July 27:

Mrs. Baker, Mr. Nannen, Mrs. Kuhlmann, Ms. Fiegener, Mrs. Henry, Mrs. Elting, Mrs. Kile, Mrs. Ohmstede, Ms. VanNatter, Mrs. Renz, Mrs. Asche, Mrs. Baird, Mrs. Fierstein - Assessment Literacy & Writing

July 28:

Mrs. Fierstein - Administrator Days

July 29:

Mrs. Henry - Science Curriculum Work

Mrs. Fierstein - Administrator Days

July 30:

Mrs. Fierstein - Administrator Days

August 3:

Mrs. Kuhlmann, Mrs. Henry - Eureka Launch Training

Mrs. Fiegener, Ms. Asche, Ms. VanNatter - New Teacher Training

August 4:

Mrs. Fiegener, Ms. Asche, Ms. VanNatter - New Teacher Training

*Continuing Education Courses:*

Mrs. Baker

Moving Math: How to Use Differentiated Mathematic Stations Teach (3 cr.)

Like a Champ: Effective Strategy for an Engaged Classroom (3 cr.)

Increasing Comprehension with Close Reading in Your Classroom (3 cr.)

Mrs. C. Utecht

Move, Grow, Play! Using Play to Teach & Learn (3 cr.)

Across the Spectrum: Teaching Students with Autism (3 cr.)

ADHD: Focus, learning, Teaching (3 cr.)

Mrs. Tietjen

Moving Body, Thinking Brain (3 cr.)

Challenging Child (3 cr.)

Move, Grow, Play! Using Play to Teach & Learn (3 cr.)

Mrs. Smith

Power of Positivity (3 cr.)

The Teacher Retreat (3 cr.)

Living Your Happiest Life In & Out of the Classroom (3 cr.)

Mr. Chadwell

Governance and Ethics in Sports (3 cr.)

Analysis of PE Teaching (3 cr.)

Management and Leadership in Athletics and Coaching (3 cr.)

Mrs. Boyles

Applied Behavior Analysis (3 cr.)

Educational Research (3 cr.)

Miss Mellott

Medical Aspects of Individuals with Disabilities (3 cr.)