

Board of Education
Monday, July 18, 2022 6:00 PM

High School Media Center
740 Sherman Ave
Grant, Nebraska 69140

Agenda

1. Call to Order
 - 1.1. Pledge of Allegiance
 - 1.2. Reminder to public of Open Meetings Law
 - 1.3. Roll Call
 - 1.4. Verification of Notice of Meeting
 - 1.5. Approval of Agenda
2. Consent Agenda
 - 2.1. Consider approving 16th June Regular Board of Education minutes.
 - 2.2. Approve Payment of the In & Out Claim (Each month the In & Out claim will be voted on separately so that there is no conflict of interest by Board Member Kroeker)
 - 2.3. Approve all other Bills and Payroll
3. Reports
 - 3.1. Principal
 - 3.2. Activities Director
 - 3.3. Assessment Coordinator
 - 3.4. Curriculum Coordinator
 - 3.5. Technology Director
 - 3.6. Superintendent
 - 3.6.1. ESSER III Funds.
 - 3.6.2. Facilities
 - 3.6.3. Staffing
 - 3.6.4. Area Superintendent Meeting
 - 3.6.5. Start of 2022 School Year.
 - 3.6.6. Budget Review
 - 3.7. NASB Update/Report
4. Public Comment
5. Discussion Items/Action Items
 - 5.1. Discuss, consider, and take all necessary action to ratify the Board's determination of the Step 4 Grievance Hearing held on June 16, 2022.
 - 5.2. Review, consider, and take all necessary action to approve Ameriprise Financial as a 403(B) provider to employees of Perkins County Schools.
 - 5.3. Accept the resignation: 1) Mrs. Amanda Schuster from her 2022-2023 teaching contract 2) Mr. Lance Talitch, PCS Maintenance Supervisor.
 - 5.4. Approve the 2022-2023 school year Activities Director contract for Mr. Dean Friedel.
 - 5.5. Approve the 2022-2023 school year teaching contract for Renee Marquardt.
 - 5.6. Review, consider, and take all necessary action to approve the 2022-23 Elementary School Student Handbook and 2022-23 Jr/Snr High School Handbook.

- 5.7. Review, consider, and take all necessary action to approve the 2022-23 Faculty Handbook.
- 5.8. Review, discuss, and take all necessary action to approve optional or recommended Board of Education policies: #4056 (Resignation of Staff - Recommended).
- 5.9. Hearing on Parental Involvement Policy 5018
 - 5.9.1. The board will receive public comment on the Parental Involvement Policy at this time
 - 5.9.2. Approve revised policy or reaffirm policy 5018 as written.
6. Board Committee Reports
7. Executive Session
8. Adjournment

PERKINS COUNTY SCHOOLS
BOARD OF EDUCATION REGULAR MEETING
Thursday, June 16, 2022

The regular monthly meeting of the Perkins County Schools Board of Education was called to order in the Junior High/High School Media Center on Monday, May 16, 2022 at 6:04 p.m. by President Chris Fryzek. The following board members answered roll call: Jayson Bishop, Chris Fryzek, Amy Kroeker, Holly Cornelius, Val Foster, and Angela Gloy. The Pledge of Allegiance was recited, notation of the posted Open Meetings Law was made, and Jayson Bishop and Holly Cornelius verified they had seen the published notice of the meeting.

Consent agenda

This motion to approve the agenda as presented, made by Angela Gloy and seconded by Amy Kroeker, passed by majority vote.

Yea: 6, Nay: 0

Consider approving the May 16, 2022 Regular Board meeting Minutes, and the May 22, 2022 Board Workshop and Planning minutes, with the change to the placement of the Executive Committee in the May 22, 2022 minutes.

This motion to approve the May 16, 2022 Regular Board meeting Minutes, and the May 22, 2022 Board Workshop and Planning minutes, with the change to the placement of the Executive Committee in the May 22, 2022 minutes, made by Amy Kroeker and seconded by Jayson Bishop passed by roll call vote. Jayson Bishop: Yea, Holly Cornelius: Yea, Val Foster: Yea, Chris Fryzek: Yea, Angela Gloy: Yea, Amy Kroeker: Yea
Yea: 6, Nay: 0

Approve Payment of the In & Out Claim (Each month the In & Out claim will be voted on separately so that there is no conflict of interest by Board Member Kroeker). This motion to approve the In & Out claim in the amount of \$1,763.76, made by Jayson Bishop and seconded by Holly Cornelius passed by roll call vote. Holly Cornelius: Yea, Val Foster: Yea, Chris Fryzek: Yea, Angela Gloy: Yea, Amy Kroeker: Abstain, Jayson Bishop: Yea.

Yea: 5, Nay: 0, Abstain: 1

Approval of all other bills and payroll

This motion to pay General Fund claims of \$657,362.90 (Payroll \$230,820.19; Bills \$426,542.71) and Lunch Fund claims of \$15,338.62 (Payroll \$5,531.79; Bills \$9,806.83), made by Jayson Bishop and seconded by Angela Gloy passed by roll call vote. Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea, Holly Cornelius: Yea.

Yea: 6, Nay: 0

This motion to pay McCarthy Building (HVAC System) \$73,603.08; Weathercraft (Elementary Roof) \$61,890.00; Weathercraft (High School Roof) \$44,390.00 for a total of \$179,883.08 out of the Special Building Fund, made by Angela Gloy and seconded by Amy Kroeker, passed by roll call vote. Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea
Yea:6, Nay:0

Reports

- Principal
- Activities Director
- Curriculum Coordinator
- Assessment & TeamMates/CTE Internship Coordinator
- Technology Director
- Superintendent
 - Facilities, Maintenance, and Planning
 - Staffing update

Set Transportation Committee Meeting
Classified staff pay increase updates
NASB and Legislative Update/Reports

Discussion/Action Items

1. Discussion of PCS Safety & Security Plan with PCS Administration and Perkins County Sheriff's Office representative.
This motion to enter closed session at 6:19 p.m. to discuss the PCS Safety & Security Plan, made by Jayson Bishop and seconded by Amy Kroeker, passed by majority vote.
This motion to exit closed session at 6:59 p.m., made by Jayson Bishop and seconded by Amy Kroeker, passed by majority vote.
7. This motion to enter closed session at 7:00 p.m. for board review and discussion of legal advice, made by Angela Gloy and seconded by Jayson Bishop, passed by roll call vote. Angela Gloy: Yea, Amy Kroeker: Yea, Jayson Bishop: Yea, Holly Cornelius: Yea, Val Foster: Yea, Chris Fryzek: Yea
Yea: 6, Nay: 0
This motion to exit closed session at 7:13 p.m., made by Jason Bishop and seconded by Amy Kroeker, passed by roll call vote. Amy Kroeker: Yea, Jayson Bishop: Yea, Holly Cornelius: Yea, Val Foster: Yea, Chris Fryzek: Yea, Angela Gloy: Yea.
Yea: 6, Nay: 0
8. This motion to enter closed session at 7:17 p.m. to discuss, consider, and take all action necessary on the Step 4 grievance appeal presented to the Board of Education, pursuant to the Negotiated Agreement and Board Policy 4013, and render a decision on the grievance appeal, made by Jayson Bishop and seconded by Amy Kroeker, passed by roll call vote. Angela Gloy: Yea, Amy Kroeker: Yea, Jayson Bishop: Yea, Holly Cornelius: Yea, Val Foster: Yea, Chris Fryzek: Yea
Yea: 6, Nay: 0
This motion to exit closed session at 7:36 p.m., made by Jayson Bishop and seconded by Amy Kroeker, passed by roll call vote. Amy Kroeker: Yea, Jayson Bishop: Yea, Holly Cornelius: Yea, Val Foster: Yea, Chris Fryzek: Yea, Angela Gloy: Yea.
Yea: 6, Nay: 0

Public Comment – Parent Megan Apolius shared ideas, concerns and asked questions related to her area's bus route

2. Accept staff resignation of Janet Huff.
This motion to accept the resignation of Janet Huff, with appreciation for her service, made by Amy Kroeker and seconded by Val Foster passed by roll call vote. Yea; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea, Holly Cornelius: Yea, Val Foster: Yea; Chris Fryzek: Yea
Yea: 6, Nay: 0
3. Approve the 2022-2023 Activities Director contract of Mr. Dean Friedel. Tabled for July Board Meeting
4. Approve teaching contract of Sophia Arensdorf for the 2022-2023 school year.
This motion to approve teaching contract of Sohia Arensdorf for the 2022-2023 school year, made by Val Foster and seconded by Holly Cornelius, passed by roll call vote. Amy Kroeker: Yea, Jayson Bishop: Yea, Holly Cornelius: Yea, Val Foster: Yea, Chris Fryzek: Yea; Angela Gloy: Yea
Yea: 6, Nay: 0
5. Discuss, consider, and take all necessary action to approve classified staff hourly pay increases ranging from \$.10 - \$1.35 for individual employees as determined by the superintendent, and a salary increase of \$2,050.00 for the Director of Maintenance.
This motion to approve classified staff hourly pay increases ranging from \$.10 - \$1.35 for individual employees as determined by the superintendent, and a salary increase of \$2,050.00 for the Director of Maintenance, made by Amy Kroeker and seconded by Holly Cornelius, passed by roll call vote. Jayson Bishop: Yea, Holly Cornelius: Yea, Val Foster: Yea, Chris Fryzek: Yea, Angela Gloy: Yea, Amy Kroeker: Yea

Yea:6, Nay:0

6. Discuss, consider, and take all necessary action to approve proposed food service program prices for the 2022-2023 school year as follows: Elementary breakfast \$1.95; Elementary lunch \$3.20; Jr-Sr High School breakfast \$1.95; Jr-Sr High School lunch \$3.65; Adult breakfast \$2.35; Adult lunch \$4.15 (\$.15 increase for each meal program). Extra milk \$0.75; Jr-Sr High School extra entrée \$1.50.

This motion to approve proposed food service program prices for the 2022-2023 school year as follows: Elementary breakfast \$1.95; Elementary lunch \$3.20; Jr-Sr High School breakfast \$1.95; Jr-Sr High School lunch \$3.65; Adult breakfast \$2.35; Adult lunch \$4.15 (\$.15 increase for each meal program).

Extra milk \$0.75; Jr-Sr High School extra entrée \$1.50, made by Jayson Bishop and seconded by Holly Cornelius, passed by roll call vote. Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea.

Yea: 6, Nay: 0

10. The board reviewed and discussed the following policies: #5001 (Attendance and Excessive Absenteeism); #5045 (Student Fees); #5054 (Bullying); #5057 (Parental Involvement) No public comment was received.
11. Hearing on Proposed Student Fees Policy #5045. Hearing opened at 8:35 and closed at 8:39 with no public comment received. This motion to approve Policy #5045 Proposed Student Fees, with the approved changes in meal prices, made by Holly Cornelius and seconded by Amy Kroeker, passed by roll call vote. Val Foster: Yea, Chris Fryzek: Yea, Angela Gloy: Yea, Amy Kroeker: Yea, Jayson Bishop: Yea, Holly Cornelius: Yea.

Yea: 6, Nay: 0

12. Review, discuss, and take all necessary action to approve the required 2022 changes to Board of Education policies and forms: #2008 (Board Meetings); #2010 (Preparation for Board Meetings); #3003.1 (Bidding for Construction, Remodeling, etc.); #3004.1 (Fiscal Management for Purchasing and Procurement using Federal Dollars); #3012 (School Meal Program and Meal Charges); #3057 (Title IX Policy); #5012 (Testing & Assessment); Public Comment Rules (2000 Series Forms).
- This motion to approve the required 2022 changes to Board of Education policy #2008 (Board Meetings), made by Jayson Bishop and seconded by Angela Gloy, passed by roll call vote. Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea.

Yea: 6, Nay:0

This motion to approve the required 2022 changes to Board of Education policy #2010 (Preparation for Board Meetings), made by Holly Cornelius and seconded by Angela Gloy, passed by roll call vote. Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea.

Yea: 6, Nay:0

This motion to approve the required 2022 changes to Board of Education policies #3003.1 (Bidding for Construction, Remodeling, etc) and #3004.1 (Fiscal Management for Purchasing and Procurement using Federal Dollars), made by Jayson Bishop and seconded by Angela Gloy, passed by roll call vote. Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea

Yea: 6, Nay:0

This motion to approve the required 2022 changes to Board of Education policy #3012 (School Meal Program and Meal Charges), made by Holly Cornelius and seconded by Val Foster, passed by roll call vote. Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea

Yea: 6, Nay: 0

This motion to approve the required 2022 changes to Board of Education policy #3057 (Title IX Policy), made by Angela Gloy and seconded by Jayson Bishop, passed by roll call vote. Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea

Yea: 6, Nay: 0

This motion to approve the required 2022 changes to Board of Education policy #5012 (Testing & Assessment), made by Jayson Bishop and seconded by Holly Cornelius, passed by roll call vote. Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea
Yea: 6, Nay: 0

This motion to approve the required 2022 changes to Board of Education Public Comment Rules (2000 Series Forms), made by Angela Gloy and seconded by Holly Cornelius, passed by roll call vote. Chris Fryzek: Nay; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea
Yea: 5, Nay: 1

13. Review, discuss, and take all necessary action to approve optional or recommended Board of Education policies: #6021 (District Criteria for Selecting Evaluators to be Used for Special Education Evaluation – Recommended); #4056 (Resignation of Staff – Recommended); #4064 (Transporting Student in Employee Vehicles – Optional); #6037 (Selection and Review of Library Materials – Optional).

This motion to approve Board of Education Policy #6021 (District Criteria for Selecting Evaluators to be Used for Special Education Evaluation – Recommended), with addition of “miles” after “located within 100...” and noted deletion, made by Jayson Bishop and seconded by Angela Gloy, passed by roll call vote. Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea
Yea: 6, Nay: 0

This motion to approve Board of Education policy #4056 (Resignation of Staff- Recommended) Motion tabled for the July regular meeting.

This motion to approve Board of Education policy #4064 (Transporting Student in Employee Vehicles – Optional), Option 1, made by Jayson Bishop and seconded by Holly Cornelius, passed by roll call vote. Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea
Yea: 6, Nay: 0

This motion to approve Board of Education policy #6037 (Selection and Review of Library Materials – Optional), died for lack of a motion.

Board Committee Reports

Executive Session

This motion to enter Executive Session at 9:15 p.m. to discuss personnel, made by Jayson Bishop and seconded by Amy Kroeker, passed by roll call vote. Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea.
Yea: 6, Nay: 0

This motion to exit Executive Session at 9:36 p.m., made by Jayson Bishop and seconded by Angela Gloy, passed by roll call vote. Jayson Bishop: Yea; Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea
Yea: 6, Nay: 0

This motion to enter Executive Session at 9:37 p.m. to discuss Step 4 Grievance, made by Jayson Bishop and seconded by Angela Gloy, passed by roll call vote. Holly Cornelius: Yea; Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea
Yea: 6, Nay: 0

This motion to exit Executive Session at 10:26 p.m. made by Jayson Bishop and seconded by Angela Gloy, passed by roll call vote. Val Foster: Yea; Chris Fryzek: Yea; Angela Gloy: Yea; Amy Kroeker: Yea; Jayson Bishop: Yea; Holly Cornelius: Yea
Yea: 6, Nay: 0

Adjournment

This motion to adjourn the meeting at 10:32 pm, made by Amy Kroeker and seconded by Jayson Bishop, passed by majority vote.

Next regular meeting: Monday, July 18, 2022 in the Junior High/High School Media Center at 6:00 p.m.

Bank Statement Reconciliation

Check Number	Vendor Name	Check Date	Check Amount

Period from 06/01/2022 through 06/30/2022

Description: June 2022

Cleared Checks

013570	Chase County High School	04/22/2022	80.00
013574	SPVA	04/27/2022	315.40
013587	KJ's Boots & Western Wear	05/10/2022	200.00
013608	Barefoot	05/20/2022	361.00
013610	MFAC, LLC	05/24/2022	1,093.75
013611	Country Inn & Suites	05/26/2022	356.00
013612	Prairie Arts Center	05/26/2022	105.00
013613	Sutherland High School	05/26/2022	50.00
013614	The Leadership Center	05/26/2022	684.00
013616	Hampton Inn	05/31/2022	872.00
013617	NCA	05/31/2022	2,110.00
013618	Jen's Crafty Crafts	06/07/2022	990.00
013619	Jen's Crafty Crafts	06/07/2022	220.00
013620	USD Cheerleading	06/07/2022	1,170.00
013621	Hampton Inn & Suites	06/07/2022	1,248.00
013622	Hatch's Super Foods	06/07/2022	253.47
013623	Scottie's Potties	06/15/2022	500.00
013624	Adams Lumber	06/15/2022	473.60
013625	Cash-Wa Distributing	06/15/2022	61.72
013626	Custom Ink	06/15/2022	681.51
013627	Eakes Office Solutions	06/15/2022	328.82
013628	Kansas City Audio-Visual	06/15/2022	499.10
013629	Pinnacle Bank	06/15/2022	99.00
013630	Pioneer Manufacturing Co	06/15/2022	4,441.25
013631	Payment Remittance Center	06/15/2022	6,205.92
013632	Hyatt Place	06/15/2022	6,672.00
013633	Nebraska School Activities Association	06/20/2022	1,260.00
013634	Perkins County Booster Club	06/20/2022	1,026.58
013635	SPVA	06/20/2022	630.00

Cleared Check Total: 32,988.12

Outstanding Checks

012909	Callaway High School	02/18/2021	8.00
012941	Cathy Willhite	02/26/2021	75.00
013010	Jessica Gemkow	04/26/2021	500.00
013012	Yandas Music & Pro Audio	04/26/2021	31.00
013122	Blake Poppe	09/13/2021	60.00
013332	Ryan Potts	01/04/2022	60.00
013586	Four Winds Golf Course	05/09/2022	20.00
013591	Amazon	05/11/2022	375.39
013597	The Instrumentalist Co.	05/11/2022	77.00
013598	The Leadership Center	05/11/2022	765.00
013636	In & Out	06/30/2022	20.00

Bank Statement Reconciliation

Check Number	Vendor Name	Check Date	Check Amount
013637	Perkins County Fairboard	06/30/2022	150.00

Outstanding Check Total: 2,141.39

Voided Checks - None

Bank Statement Reconciliation Summary

1. Statement Balance	222,085.51
2. - Outstanding Checks	2,141.39
3. + Outstanding Receipts	0.00
4. Total	<u>219,944.12</u>
5. + Investments	0.00
6. Book Balance	<u>219,944.12</u>

SELECTED Data

Check RegisterArranged by:
Check Number

Check Number	Check Date	Vendor Name	Description	Amount
013618	06/07/2022	Jen's Crafty Crafts	FFA ag day t-shirts	990.00
013619	06/07/2022	Jen's Crafty Crafts	Cheer Shirts	220.00
013620	06/07/2022	USD Cheerleading	cheer camp	1,170.00
013621	06/07/2022	Hampton Inn & Suites	lodging-district track	1,248.00
013622	06/07/2022	Hatch's Super Foods	supplies	253.47
013623	06/15/2022	Scottie's Potties	pottie rentals	500.00
013624	06/15/2022	Adams Lumber	galv. pipe	473.60
013625	06/15/2022	Cash-Wa Distributing	supplies	61.72
013626	06/15/2022	Custom Ink	speech t-shirts	681.51
013627	06/15/2022	Eakes Office Solutions	binders, supplies	328.82
013628	06/15/2022	Kansas City Audio-Visual	document camera	499.10
013629	06/15/2022	Pinnacle Bank	track wire	99.00
013630	06/15/2022	Pioneer Manufacturing Co	Quik Stripe	4,441.25
013631	06/15/2022	Payment Remittance Center	supplies, lodging, admissions	6,205.92
013632	06/15/2022	Hyatt Place	State FFA lodging	6,672.00
013633	06/20/2022	Nebraska School Activities	NSAA memberships	1,260.00
013634	06/20/2022	Perkins County Booster Club	SPVA concessions	1,026.58
013635	06/20/2022	SPVA	SPVA track gate	630.00
013636	06/30/2022	In & Out	FFA cornhole prize	20.00
013637	06/30/2022	Perkins County Fairboard	FFA cornhole prize	150.00
Report Total:				26,930.97

Receipt Journal

Receipt Number	Receipt Date	Description	Received From	Total Amount	Sales Tax	Amount Less Tax
Line	Activity	Name				
Journal Number: 313 June 2022			Posted: 07/05/2022 08:53:11 AM			
000000	06/03/2022	laptop payment	Student			
1	6080	Laptop		300.00	0.00	300.00
			Receipt Totals:	300.00	0.00	300.00
000000	06/03/2022	woods project	Student			
1	5001	I.A.		113.00	0.00	113.00
			Receipt Totals:	113.00	0.00	113.00
000000	06/07/2022	laptop purchase	Student			
1	6080	Laptop		600.00	0.00	600.00
			Receipt Totals:	600.00	0.00	600.00
000000	06/15/2022	laptop purchase	Staff			
1	6080	Laptop		300.00	0.00	300.00
			Receipt Totals:	300.00	0.00	300.00
000000	06/15/2022	Dinner Theater reimb.	Student			
1	3010	Band Fundraising		19.00	0.00	19.00
			Receipt Totals:	19.00	0.00	19.00
000000	06/15/2022	Dinner Theater	Student			
1	3010	Band Fundraising		308.00	0.00	308.00
			Receipt Totals:	308.00	0.00	308.00
000000	06/20/2022	laptop purchase	Student			
1	6080	Laptop		600.00	0.00	600.00
			Receipt Totals:	600.00	0.00	600.00
000000	06/20/2022	Student refund	Lunch Fund			
1	1026	Class of 2025-Freshmen		30.00	0.00	30.00
			Receipt Totals:	30.00	0.00	30.00
000000	06/28/2022	facility rent	Patrons			
1	4010	Facility Use-Rental		50.00	0.00	50.00
			Receipt Totals:	50.00	0.00	50.00
000000	06/27/2022	fireworks	Patrons			
1	3001	Cheerleaders-HS		705.93	0.00	705.93
			Receipt Totals:	705.93	0.00	705.93
000000	06/28/2022	fireworks	Patrons			
1	3001	Cheerleaders-HS		328.56	0.00	328.56
			Receipt Totals:	328.56	0.00	328.56
000000	06/30/2022	fireworks	Patrons			
1	3001	Cheerleaders-HS		625.00	0.00	625.00

Receipt Journal

Receipt Number	Receipt Date	Description	Received From	Total	Sales Tax	Amount Less Tax
Line	Activity	Name		Amount		
Receipt Totals:				625.00	0.00	625.00
000000	06/30/2022	fireworks	Patrons			
1	3001	Cheerleaders-HS		1.00	0.00	1.00
2	3001	Cheerleaders-HS		410.11	0.00	410.11
3	3001	Cheerleaders-HS		477.26	0.00	477.26
4	3001	Cheerleaders-HS		641.19	0.00	641.19
5	3001	Cheerleaders-HS		674.71	0.00	674.71
Receipt Totals:				2204.27	0.00	2204.27
000000	06/30/2022	interest earned	Adams Bank			
1	6090	Interest Earned		27.69	0.00	27.69
Receipt Totals:				27.69	0.00	27.69
Journal Totals:				6211.45	0.00	6211.45

Updated June 30, 2022

2021-22 Perkins County Schools Certificates of Deposit/Investments

	CD INTEREST	MATURITY DATE(S)	CURRENT AMOUNTS
GENERAL FUND CD'S/INVESTMENTS			
Nebraska Liquid Asset Fund #9300632			\$17.15
Total			\$17.15
DEPRECIATION FUND CD'S			
Total			\$0.00
SPECIAL BUILDING FUND			
Total			\$0.00
ACTIVITY FUND CD'S			
Total			\$0.00
EMPLOYEE BENEFIT CD'S			
Total			
Total Certificates of Deposit/Investments			\$17.15

CLAIMS LIST SUMMARY
TO BE APPROVED AT THE JULY 18, 2022 BOARD MEETING

GENERAL FUND

In & Out Bill	\$ 1,448.27
Payroll	\$ 197,290.49
Bills	<u>\$ 316,046.39</u>
Total	\$ 513,336.88

LUNCH FUND

Payroll	\$ 405.68
Bills	<u>\$ 2,445.92</u>
Total	\$ 2,851.60

DEPRECIATION FUND

SPECIAL BUILDING FUND

Select Carpet & Tile	Carpet	\$ 27,410.67

ALL Data

Expense Budget ReportArranged by:
Account Number

Date Range: YTD thru 07/31/22

Account	Description	Budget	Expenditures	Payables & Encumbrances	Unencumbered Balance	Percent Remaining
01	GENERAL					
01-2-01100-111-001	Sec Teachers Salary	1,196,000.00	956,626.24	0.00	239,373.76	20.01
01-2-01100-111-002	Elem Teachers Salary	995,800.00	877,786.70	0.00	118,013.30	11.85
01-2-01100-113-001	Sec Substitute Sal	0.00	0.00	0.00	0.00	0.00
01-2-01100-113-002	Elem Substitute Sal	0.00	0.00	0.00	0.00	0.00
01-2-01100-114-001	Technology Staff	39,200.00	26,871.48	0.00	12,328.52	31.45
01-2-01100-120-001	Comm Coaches Salary	45,200.00	44,403.83	0.00	796.17	1.76
01-2-01100-123-001	Sec Substitute Salary	35,000.00	34,586.03	0.00	413.97	1.18
01-2-01100-123-002	Elem Substitute Salary	35,000.00	28,623.45	0.00	6,376.55	18.21
01-2-01100-151-001	Sec Additional Compensation	0.00	156,046.26	0.00	-156,046.26	0.00
01-2-01100-151-002	Ele Additional Compensation	0.00	4,909.74	0.00	-4,909.74	0.00
01-2-01100-152-001	Sec Aides Addl Comp	0.00	375.00	0.00	-375.00	0.00
01-2-01100-211-001	Sec Health Insurance	328,000.00	297,205.26	0.00	30,794.74	9.38
01-2-01100-211-002	Elem Health Insurance	355,000.00	324,062.97	0.00	30,937.03	8.71
01-2-01100-220-001	Sec Soc Sec Non Instruct	3,500.00	3,411.14	0.00	88.86	2.53
01-2-01100-220-002	Elem Soc Sec Non Instruct	185.00	264.16	0.00	-79.16	-42.78
01-2-01100-221-001	Sec Soc Sec	94,000.00	83,723.31	0.00	10,276.69	10.93
01-2-01100-221-002	Elem Soc Sec	78,000.00	66,398.04	0.00	11,601.96	14.87
01-2-01100-222-001	Sec Aides Soc Sec	0.00	27.79	0.00	-27.79	0.00
01-2-01100-223-001	Sec Substitute Soc Sec	2,800.00	2,645.11	0.00	154.89	5.53
01-2-01100-223-002	Elem Substitute Soc Sec	2,800.00	2,170.70	0.00	629.30	22.47
01-2-01100-224-001	Technology Soc Sec	3,200.00	1,991.91	0.00	1,208.09	37.75
01-2-01100-230-001	Sec Retirement Non Instruct	250.00	18.52	0.00	231.48	92.59
01-2-01100-230-002	Elem Retirement Non Instruct	500.00	319.82	0.00	180.18	36.03
01-2-01100-231-001	Sec Retirement	119,000.00	109,293.77	0.00	9,706.23	8.15
01-2-01100-231-002	Elem Retirement	99,000.00	86,583.49	0.00	12,416.51	12.54
01-2-01100-232-001	Sec Aides Retire	0.00	37.05	0.00	-37.05	0.00
01-2-01100-233-001	Sec Substitute Retirement	0.00	117.03	0.00	-117.03	0.00
01-2-01100-233-002	Elem Substitute Retirement	0.00	1,036.09	0.00	-1,036.09	0.00
01-2-01100-234-001	Technology Retirement	3,975.00	2,673.95	0.00	1,301.05	32.73
01-2-01100-237-000	Increased Retirement	0.00	0.00	0.00	0.00	0.00
01-2-01100-261-000	Unemployment	2,000.00	0.00	0.00	2,000.00	100.00
01-2-01100-281-000	Insurance Health Benefit	45,000.00	49,593.21	0.00	-4,593.21	-10.20
01-2-01100-320-001	Sec ESU Contracted Serv	2,500.00	62.50	0.00	2,437.50	97.50
01-2-01100-320-002	Elem ESU Contracted Serv	2,500.00	1,312.50	0.00	1,187.50	47.50
01-2-01100-330-001	Sec Staff Development	8,000.00	4,752.49	0.00	3,247.51	40.59
01-2-01100-330-002	Elem Staff Development	6,000.00	10,874.32	0.00	-4,874.32	-81.23
01-2-01100-382-001	Distance Learning	23,000.00	23,000.00	0.00	0.00	0.00
01-2-01100-580-001	Sec Travel Expense	2,500.00	3,301.79	0.00	-801.79	-32.07
01-2-01100-580-002	Elem Travel Expense	2,500.00	4,322.36	0.00	-1,822.36	-72.89
01-2-01100-610-001	Sec Teaching Supplies	32,000.00	41,816.80	0.00	-9,816.80	-30.67
01-2-01100-610-002	Elem Teaching Supplies	32,000.00	17,543.49	0.00	14,456.51	45.17

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01-2-01100-640-001	Sec Textbooks and	15,000.00	13,604.90	0.00	1,395.10	9.30
01-2-01100-640-002	Elem Textbooks and	25,000.00	10,666.58	0.00	14,333.42	57.33
01-2-01100-650-001	Sec Computer Supplies	10,000.00	9,371.15	0.00	628.85	6.28
01-2-01100-650-002	Elem Computer Supplies	9,500.00	4,208.27	0.00	5,291.73	55.70
01-2-01100-733-001	Sec Furn and Equip	8,000.00	8,603.27	0.00	-603.27	-7.54
01-2-01100-733-002	Elem Furn and Equip	10,000.00	750.00	0.00	9,250.00	92.50
01-2-01100-734-001	Sec Computer Hardware	22,000.00	59,570.85	0.00	-37,570.85	-170.77
01-2-01100-734-002	Elem Computer Hardware	20,000.00	14,787.31	0.00	5,212.69	26.06
01-2-01125-111-002	Flex-Spending Teachers	3,000.00	0.00	0.00	3,000.00	100.00
01-2-01125-112-002	Flex-Spending Aides	3,500.00	0.00	0.00	3,500.00	100.00
01-2-01125-221-002	Flex-Sp Soc Sec Teachers	240.00	0.00	0.00	240.00	100.00
01-2-01125-222-002	Flex-Sp Soc Sec Aides	240.00	0.00	0.00	240.00	100.00
01-2-01125-231-002	Flex-Sp Retire Teachers	295.00	0.00	0.00	295.00	100.00
01-2-01125-232-002	Flex-Sp Retire Aides	380.00	0.00	0.00	380.00	100.00
01-2-01125-610-002	Flex-Spending Supplies	0.00	0.00	0.00	0.00	0.00
01-2-01150-111-002	LEP Teachers	59,000.00	53,006.05	0.00	5,993.95	10.15
01-2-01150-112-002	LEP Aides	15,000.00	0.00	0.00	15,000.00	100.00
01-2-01150-212-002	LEP Aides Health Ins	8,700.00	0.00	0.00	8,700.00	100.00
01-2-01150-221-002	LEP Soc Sec Teachers	5,000.00	3,995.20	0.00	1,004.80	20.09
01-2-01150-222-002	LEP Soc Sec Aides	1,500.00	0.00	0.00	1,500.00	100.00
01-2-01150-231-002	LEP Retire Teachers	5,875.00	5,276.66	0.00	598.34	10.18
01-2-01150-232-002	LEP Retire Aides	1,600.00	0.00	0.00	1,600.00	100.00
01-2-01150-580-002	LEP Travel Expense	100.00	0.00	0.00	100.00	100.00
01-2-01150-610-002	LEP Supplies	800.00	655.93	0.00	144.07	18.00
01-2-01150-890-002	LEP Misc	0.00	0.00	0.00	0.00	0.00
01-2-01160-110-001	Teammates Director	0.00	0.00	0.00	0.00	0.00
01-2-01160-111-001	Sec Poverty Teachers	11,800.00	5,650.88	0.00	6,149.12	52.11
01-2-01160-111-002	Elem Pov Teach &	26,200.00	42,435.05	0.00	-16,235.05	-61.96
01-2-01160-112-002	Poverty Aides	0.00	0.00	0.00	0.00	0.00
01-2-01160-220-001	Teammates Soc Sec	0.00	0.00	0.00	0.00	0.00
01-2-01160-221-001	Sec Pov Teachers Soc Sec	900.00	431.20	0.00	468.80	52.08
01-2-01160-221-002	Elem Pov Teachers Soc Sec	2,020.00	3,190.93	0.00	-1,170.93	-57.96
01-2-01160-222-002	Poverty Soc Sec Aides	0.00	0.00	0.00	0.00	0.00
01-2-01160-231-001	Sec Pov Teachers Retire	1,180.00	558.14	0.00	621.86	52.70
01-2-01160-231-002	Elem Pov Teachers Retire	2,585.00	4,193.41	0.00	-1,608.41	-62.22
01-2-01160-232-002	Poverty Retire Aides	0.00	0.00	0.00	0.00	0.00
01-2-01160-610-001	Poverty Supplies	250.00	0.00	0.00	250.00	100.00
01-2-01160-733-001	Poverty Furniture	0.00	0.00	0.00	0.00	0.00
01-2-01160-734-001	Poverty Comp Hardware	0.00	0.00	0.00	0.00	0.00
01-2-01190-111-002	Preschool Teachers	39,450.00	33,777.96	0.00	5,672.04	14.37
01-2-01190-112-002	Preschool Aides	31,200.00	27,630.76	0.00	3,569.24	11.43
01-2-01190-113-002	Preschool Substitutes	0.00	0.00	0.00	0.00	0.00

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01-2-01190-122-002	Preschool Aides Subs	250.00	990.36	0.00	-740.36	-296.14
01-2-01190-123-002	Preschool Teacher Substitute	0.00	0.00	0.00	0.00	0.00
01-2-01190-132-002	Preschool Aides Overtime	225.00	8.93	0.00	216.07	96.03
01-2-01190-211-002	Presch Teachers Health Ins	18,225.00	16,697.12	0.00	1,527.88	8.38
01-2-01190-212-002	Presch Aides Health Ins	18,200.00	17,435.38	0.00	764.62	4.20
01-2-01190-221-002	Preschool Teachers Soc Sec	2,825.00	2,584.09	0.00	240.91	8.52
01-2-01190-222-002	Preschool Aides Soc Sec	2,600.00	2,114.79	0.00	485.21	18.66
01-2-01190-223-002	Preschool Subs Soc Sec	0.00	0.00	0.00	0.00	0.00
01-2-01190-231-002	Preschool Teachers Retire	3,615.00	3,323.21	0.00	291.79	8.07
01-2-01190-232-002	Preschool Aides Retire	3,200.00	2,673.66	0.00	526.34	16.44
01-2-01190-610-002	Preschool Supplies	2,000.00	2,127.38	0.00	-127.38	-6.36
01-2-01190-773-002	Preschool Furniture	300.00	0.00	0.00	300.00	100.00
01-2-01200-111-001	SPED Sec Teachers	77,300.00	69,245.11	0.00	8,054.89	10.42
01-2-01200-111-002	SPED Elem Teachers	95,800.00	82,833.57	0.00	12,966.43	13.53
01-2-01200-112-001	SPED Sec Aides	47,675.00	47,020.12	0.00	654.88	1.37
01-2-01200-112-002	SPED Elem Aides	74,120.00	55,399.32	0.00	18,720.68	25.25
01-2-01200-113-001	SPED Sec Substitutes	500.00	0.00	0.00	500.00	100.00
01-2-01200-113-002	SPED Elem Substitutes	3,000.00	0.00	0.00	3,000.00	100.00
01-2-01200-122-002	SPED Elem Aides Substitutes	0.00	17,818.20	0.00	-17,818.20	0.00
01-2-01200-123-001	SPED Sec Teacher Subs	0.00	0.00	0.00	0.00	0.00
01-2-01200-123-002	SPED Elem Teacher Subs	0.00	0.00	0.00	0.00	0.00
01-2-01200-132-001	SPED Sec Aides Overtime	2,800.00	3,910.38	0.00	-1,110.38	-39.65
01-2-01200-132-002	SPED Elem Aides Overtime	100.00	22.41	0.00	77.59	77.59
01-2-01200-211-001	SPED Sec Teach Health Ins	24,600.00	22,420.31	0.00	2,179.69	8.86
01-2-01200-211-002	SPED Elem Teach Health Ins	43,000.00	30,768.87	0.00	12,231.13	28.44
01-2-01200-212-001	SPED Sec Aides Health Ins	28,300.00	24,432.87	0.00	3,867.13	13.66
01-2-01200-212-002	SPED Elem Aides Health Ins	36,000.00	43,792.53	0.00	-7,792.53	-21.64
01-2-01200-221-001	SPED Sec Teachers Soc Sec	5,800.00	5,244.06	0.00	555.94	9.58
01-2-01200-221-002	SPED Elem Teachers Soc	7,300.00	6,273.34	0.00	1,026.66	14.06
01-2-01200-222-001	SPED Sec Aides Soc Sec	5,515.00	3,828.71	0.00	1,686.29	30.57
01-2-01200-222-002	SPED Elem Aides Soc Sec	4,840.00	5,395.25	0.00	-555.25	-11.47
01-2-01200-223-001	SPED Sec Sub Soc Sec	100.00	0.00	0.00	100.00	100.00
01-2-01200-223-002	SPED Elem Sub Soc Sec	100.00	0.00	0.00	100.00	100.00
01-2-01200-231-001	SPED Sec Teachers Retire	7,420.00	6,825.09	0.00	594.91	8.01
01-2-01200-231-002	SPED Elem Teachers Retire	9,000.00	8,164.44	0.00	835.56	9.28
01-2-01200-232-001	SPED Sec Aides Retire	3,580.00	4,984.10	0.00	-1,404.10	-39.22
01-2-01200-232-002	SPED Elem Aides Retire	5,750.00	5,155.31	0.00	594.69	10.34
01-2-01200-330-001	Sec SPED Emee Training	75.00	50.00	0.00	25.00	33.33
01-2-01200-330-002	Elem SPED Emee Training	100.00	100.00	0.00	0.00	0.00
01-2-01200-332-001	Mileage Paid To Parents	0.00	0.00	0.00	0.00	0.00
01-2-01200-332-002	Mileage Paid To Parents	0.00	0.00	0.00	0.00	0.00
01-2-01200-562-001	Tuition To Other Districts	0.00	0.00	0.00	0.00	0.00

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01-2-01200-591-001	Sec SPED Services Purch	20,000.00	12,326.88	0.00	7,673.12	38.36
01-2-01200-591-002	Elem SPED Services Purch	60,000.00	49,307.20	0.00	10,692.80	17.82
01-2-01200-610-001	Sec SPED Supplies	1,000.00	1,455.93	0.00	-455.93	-45.59
01-2-01200-610-002	Elem SPED Supplies	2,000.00	1,686.35	0.00	313.65	15.68
01-2-01200-640-001	Sec SPED Textbooks	0.00	0.00	0.00	0.00	0.00
01-2-01200-640-002	Elem SPED Textbooks	0.00	0.00	0.00	0.00	0.00
01-2-01200-643-001	SPED Sec Software SRS	500.00	450.50	0.00	49.50	9.90
01-2-01200-643-002	SPED Elem Software SRS	500.00	450.50	0.00	49.50	9.90
01-2-01200-733-001	Sec SPED Furniture	1,000.00	0.00	0.00	1,000.00	100.00
01-2-01200-733-002	Elem SPED Furniture	1,000.00	0.00	0.00	1,000.00	100.00
01-2-01200-890-001	Sec SPED Miscellaneous	40.00	0.00	0.00	40.00	100.00
01-2-01200-890-002	Elem SPED Miscellaneous	40.00	0.00	0.00	40.00	100.00
01-2-01291-320-002	SPED Indirect Ages 3-5	0.00	0.00	0.00	0.00	0.00
01-2-01291-591-002	SPED Indirect Ages 3-5	1,100.00	721.98	0.00	378.02	34.36
01-2-01292-320-002	SPED Indirect Ages 0-2	0.00	0.00	0.00	0.00	0.00
01-2-01292-591-002	SPED Indirect Ages 0-2	900.00	228.02	0.00	671.98	74.66
01-2-02110-432-000	Student Attendance	11,000.00	13,561.63	0.00	-2,561.63	-23.28
01-2-02120-111-001	Sec Guidance	52,373.00	0.00	0.00	52,373.00	100.00
01-2-02120-111-002	Elem Guidance	65,400.00	58,968.77	0.00	6,431.23	9.83
01-2-02120-211-001	Sec Guidance Health Ins	24,600.00	0.00	0.00	24,600.00	100.00
01-2-02120-211-002	Elem Guidance Health Ins	24,600.00	22,420.31	0.00	2,179.69	8.86
01-2-02120-221-001	Sec Guidance Soc Sec	4,010.00	0.00	0.00	4,010.00	100.00
01-2-02120-221-002	Elem Guidance Soc Sec	5,100.00	4,201.73	0.00	898.27	17.61
01-2-02120-231-001	Sec Guidance Retirement	5,175.00	0.00	0.00	5,175.00	100.00
01-2-02120-231-002	Elem Guidance Retirement	6,560.00	5,815.07	0.00	744.93	11.35
01-2-02120-580-001	Sec Guidance Travel	0.00	0.00	0.00	0.00	0.00
01-2-02120-580-002	Elem Guidance Travel	0.00	0.00	0.00	0.00	0.00
01-2-02120-610-001	Sec Guidance Supplies	3,000.00	0.00	0.00	3,000.00	100.00
01-2-02120-610-002	Elem Guidance Supplies	3,000.00	90.07	0.00	2,909.93	96.99
01-2-02120-733-001	Sec Guidance Furn & Equip	0.00	0.00	0.00	0.00	0.00
01-2-02120-733-002	Elem Guidance Furn & Equip	0.00	0.00	0.00	0.00	0.00
01-2-02120-890-001	Sec Guidance Misc	0.00	0.00	0.00	0.00	0.00
01-2-02120-890-002	Elem Guidance Misc	0.00	0.00	0.00	0.00	0.00
01-2-02130-116-002	Health Services	18,000.00	16,027.68	0.00	1,972.32	10.95
01-2-02130-226-002	Health Soc Sec	1,425.00	1,107.08	0.00	317.92	22.31
01-2-02130-236-002	Health Retirement	100.00	0.00	0.00	100.00	100.00
01-2-02130-610-002	Health Supplies	3,000.00	2,305.73	0.00	694.27	23.14
01-2-02140-591-001	Sec Non-SPED Psych	0.00	130.16	0.00	-130.16	0.00
01-2-02140-591-002	Elem Non-SPED Psych	11,000.00	130.16	0.00	10,869.84	98.81
01-2-02141-591-001	Sec SPED Psych Contract	6,535.00	22,769.20	0.00	-16,234.20	-248.41
01-2-02141-591-002	Elem SPED Psych Contract	26,200.00	42,340.56	0.00	-16,140.56	-61.60
01-2-02151-591-001	Sec SPED Speech/Aud	0.00	345.60	0.00	-345.60	0.00

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01-2-02151-591-002	Elem SPED Speech/Aud	56,750.00	27,048.44	0.00	29,701.56	52.33
01-2-02151-610-002	SPED Speech Supplies On	850.00	137.55	0.00	712.45	83.81
01-2-02152-650-002	Presch SPED Tech Sup	0.00	0.00	0.00	0.00	0.00
01-2-02161-591-001	Sec SPED OT Contract Serv	5,100.00	4,943.84	0.00	156.16	3.06
01-2-02161-591-002	Elem SPED OT Contract Serv	20,000.00	19,775.20	0.00	224.80	1.12
01-2-02171-591-001	Sec SPED PT Contract Serv	1,600.00	1,459.20	0.00	140.80	8.80
01-2-02171-591-002	Elem SPED PT Contract Serv	6,000.00	5,836.80	0.00	163.20	2.72
01-2-02181-591-001	Sec SPED Vision Contract	0.00	0.00	0.00	0.00	0.00
01-2-02181-591-002	Elem SPED Vision Contract	0.00	0.00	0.00	0.00	0.00
01-2-02190-110-001	Activity Bus/Van Drivers	18,000.00	18,717.51	0.00	-717.51	-3.98
01-2-02190-220-001	Activity Bus/Van Soc Sec	1,380.00	1,426.59	0.00	-46.59	-3.37
01-2-02190-230-001	Activity Bus/Van Retirement	1,790.00	347.63	0.00	1,442.37	80.57
01-2-02190-430-001	Van/Car Repairs &	0.00	0.00	0.00	0.00	0.00
01-2-02190-580-001	Activity Drivers Travel	500.00	35.31	0.00	464.69	92.93
01-2-02190-610-001	Sec Support Services	5,500.00	8,497.72	0.00	-2,997.72	-54.50
01-2-02190-610-002	Elem Support Services	2,500.00	3,495.25	0.00	-995.25	-39.81
01-2-02190-626-001	Activity Bus/Van/Car Gas	0.00	0.00	0.00	0.00	0.00
01-2-02220-111-001	Sec Library	0.00	0.00	0.00	0.00	0.00
01-2-02220-111-002	Elem Library	54,100.00	49,506.10	0.00	4,593.90	8.49
01-2-02220-112-001	Sec Library Aides	0.00	0.00	0.00	0.00	0.00
01-2-02220-132-001	Sec Library Aides Overtime	0.00	0.00	0.00	0.00	0.00
01-2-02220-211-001	Sec Library Health Ins	0.00	0.00	0.00	0.00	0.00
01-2-02220-211-002	Elem Library Health Ins	24,600.00	22,420.31	0.00	2,179.69	8.86
01-2-02220-212-001	Sec Library Aides Health Ins	0.00	0.00	0.00	0.00	0.00
01-2-02220-221-001	Sec Library Soc Sec	0.00	0.00	0.00	0.00	0.00
01-2-02220-221-002	Elem Library Soc Sec	4,200.00	3,446.73	0.00	753.27	17.93
01-2-02220-222-001	Sec Library Aides Soc Sec	0.00	0.00	0.00	0.00	0.00
01-2-02220-231-001	Sec Library Retirement	0.00	0.00	0.00	0.00	0.00
01-2-02220-231-002	Elem Library Retirement	5,400.00	4,884.83	0.00	515.17	9.54
01-2-02220-232-001	Sec Library Aides Retirement	0.00	0.00	0.00	0.00	0.00
01-2-02220-610-001	Sec Library Supplies	500.00	812.65	0.00	-312.65	-62.53
01-2-02220-610-002	Elem Library Supplies	500.00	1,504.98	0.00	-1,004.98	-200.99
01-2-02220-640-001	Sec Library Books/Periodicals	2,800.00	3,644.21	0.00	-844.21	-30.15
01-2-02220-640-002	Ele Library Books/Periodicals	1,500.00	3,575.20	0.00	-2,075.20	-138.34
01-2-02220-650-002	Elem Library Tech Supplies	2,000.00	1,897.71	0.00	102.29	5.11
01-2-02220-733-001	Sec Library Furniture	500.00	0.00	0.00	500.00	100.00
01-2-02220-733-002	Elem Library Furniture	500.00	579.98	0.00	-79.98	-15.99
01-2-02230-432-000	Tech Repairs/Support	8,000.00	2,800.00	0.00	5,200.00	65.00
01-2-02250-330-001	Sec Employee Training and	0.00	0.00	0.00	0.00	0.00
01-2-02250-330-002	Elem Employee Training and	0.00	0.00	0.00	0.00	0.00
01-2-02310-151-000	Employee Incentive Agmt	0.00	0.00	0.00	0.00	0.00
01-2-02310-270-000	Worker's Comp Non-Instruct	9,507.00	9,507.25	0.00	-0.25	-0.00

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01-2-02310-271-000	Worker's Comp Teachers	23,198.00	23,197.69	0.00	0.31	0.00
01-2-02310-272-000	Worker's Comp Aides	5,325.00	5,324.06	0.00	0.94	0.01
01-2-02310-520-001	Sec Property/Liability	52,070.00	52,070.40	0.00	-0.40	-0.00
01-2-02310-520-002	Elem Property/Liability	34,715.00	34,713.60	0.00	1.40	0.00
01-2-02310-540-000	Advertising	4,000.00	4,105.98	0.00	-105.98	-2.64
01-2-02310-580-000	Board Educ Travel Expense	1,700.00	1,753.36	0.00	-53.36	-3.13
01-2-02310-610-000	Board Educ Supplies	250.00	0.00	0.00	250.00	100.00
01-2-02310-810-000	Board Educ Dues and Fees	9,000.00	10,626.00	0.00	-1,626.00	-18.06
01-2-02310-890-000	Board Educ Misc Expense	200.00	0.00	0.00	200.00	100.00
01-2-02320-105-000	Superintendent Salary	142,315.00	130,657.23	0.00	11,657.77	8.19
01-2-02320-110-001	Sec Clerical Staff	45,000.00	41,550.89	0.00	3,449.11	7.66
01-2-02320-130-001	Sec Clerical Staff Overtime	2,000.00	1,789.59	0.00	210.41	10.52
01-2-02320-210-001	Sec Clerical Health Ins	10,000.00	8,338.66	0.00	1,661.34	16.61
01-2-02320-215-000	Superintendent Health Ins	24,500.00	22,420.31	0.00	2,079.69	8.48
01-2-02320-220-001	Sec Clerical Soc Sec	3,600.00	3,315.53	0.00	284.47	7.90
01-2-02320-225-000	Superintendent Soc Sec	10,900.00	9,820.28	0.00	1,079.72	9.90
01-2-02320-230-001	Sec Clerical Retirement	4,375.00	3,979.27	0.00	395.73	9.04
01-2-02320-235-000	Superintendent Retirement	14,320.00	12,906.04	0.00	1,413.96	9.87
01-2-02320-295-000	Superintendent Other Benefits	1,500.00	0.00	0.00	1,500.00	100.00
01-2-02320-580-000	Superintendent Travel	2,200.00	2,023.20	0.00	176.80	8.03
01-2-02320-610-000	Superintendent Supplies	350.00	0.00	0.00	350.00	100.00
01-2-02320-733-000	Superintendent Furniture	200.00	0.00	0.00	200.00	100.00
01-2-02320-810-000	Superintendent Dues and	2,800.00	2,486.50	0.00	313.50	11.19
01-2-02320-890-000	Superintendent Misc Expense	500.00	512.50	0.00	-12.50	-2.50
01-2-02330-317-000	Contracted Legal Services	15,000.00	11,894.04	0.00	3,105.96	20.70
01-2-02410-110-001	Sec Clerical Staff	0.00	0.00	0.00	0.00	0.00
01-2-02410-110-002	Elem Clerical Staff	35,500.00	32,743.10	0.00	2,756.90	7.76
01-2-02410-111-001	Sec Principal Salary	82,000.00	75,210.00	0.00	6,790.00	8.28
01-2-02410-111-002	Elem Principal Salary	74,000.00	67,431.90	0.00	6,568.10	8.87
01-2-02410-120-001	Sec Clerical Subs/Temp	780.00	323.10	0.00	456.90	58.57
01-2-02410-120-002	Elem Clerical Subs/Temp	900.00	969.30	0.00	-69.30	-7.70
01-2-02410-130-002	Elem Clerical Staff Overtime	5,450.00	5,877.00	0.00	-427.00	-7.83
01-2-02410-210-002	Elem Clerical Health Ins	9,100.00	8,338.66	0.00	761.34	8.36
01-2-02410-211-001	Sec Principal Health Ins	18,225.00	16,697.12	0.00	1,527.88	8.38
01-2-02410-211-002	Elem Principal Health Ins	24,500.00	22,420.31	0.00	2,079.69	8.48
01-2-02410-220-001	Sec Clerical Soc Sec	85.00	24.72	0.00	60.28	70.91
01-2-02410-220-002	Elem Clerical Soc Sec	3,200.00	3,002.15	0.00	197.85	6.18
01-2-02410-221-001	Sec Principal Soc Sec	6,350.00	5,738.77	0.00	611.23	9.62
01-2-02410-221-002	Elem Principal Soc Sec	5,650.00	5,133.26	0.00	516.74	9.14
01-2-02410-230-002	Elem Clerical Retirement	3,875.00	3,814.82	0.00	60.18	1.55
01-2-02410-231-001	Sec Principal Retirement	8,000.00	7,415.87	0.00	584.13	7.30
01-2-02410-231-002	Elem Principal Retirement	7,300.00	6,628.82	0.00	671.18	9.19

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01-2-02410-580-001	Sec Principal Travel Expense	1,200.00	332.64	0.00	867.36	72.28
01-2-02410-580-002	Elem Principal Travel Expense	1,200.00	297.60	0.00	902.40	75.20
01-2-02410-610-001	Sec Principal Supplies	0.00	0.00	0.00	0.00	0.00
01-2-02410-610-002	Elem Principal Supplies	0.00	0.00	0.00	0.00	0.00
01-2-02410-733-001	Sec Principal Furniture	0.00	0.00	0.00	0.00	0.00
01-2-02410-733-002	Elem Principal Furniture	0.00	0.00	0.00	0.00	0.00
01-2-02410-810-001	Sec Principal Dues and Fees	1,000.00	1,455.00	0.00	-455.00	-45.50
01-2-02410-810-002	Elem Principal Dues and Fees	1,000.00	470.00	0.00	530.00	53.00
01-2-02410-890-001	Sec Principal Misc Expense	0.00	0.00	0.00	0.00	0.00
01-2-02410-890-002	Elem Principal Misc Expense	0.00	0.00	0.00	0.00	0.00
01-2-02490-111-001	Activities Director Salary	29,500.00	26,326.66	0.00	3,173.34	10.75
01-2-02490-221-001	Activities Dir Soc Sec	2,250.00	1,995.31	0.00	254.69	11.31
01-2-02490-231-001	Activities Dir Retirement	2,900.00	2,619.61	0.00	280.39	9.66
01-2-02510-110-000	Business Manager Salary	47,500.00	42,045.24	0.00	5,454.76	11.48
01-2-02510-130-000	Business Manager Overtime	10,500.00	10,134.22	0.00	365.78	3.48
01-2-02510-210-000	Business Manager Health Ins	10,000.00	8,338.66	0.00	1,661.34	16.61
01-2-02510-220-000	Business Manager Soc Sec	4,320.00	3,991.74	0.00	328.26	7.59
01-2-02510-230-000	Business Manager Retirement	5,600.00	5,154.18	0.00	445.82	7.96
01-2-02510-315-000	Auditing Services	14,200.00	14,571.36	0.00	-371.36	-2.61
01-2-02510-610-000	Office Supplies	15,000.00	24,833.92	0.00	-9,833.92	-65.55
01-2-02510-733-000	Business Manager Furniture	0.00	0.00	0.00	0.00	0.00
01-2-02510-890-000	Business Manager Misc	800.00	672.25	0.00	127.75	15.96
01-2-02580-432-000	Administrative Tech Support	32,800.00	47,959.31	0.00	-15,159.31	-46.21
01-2-02610-110-001	Sec Custodial Salary	63,000.00	59,641.07	0.00	3,358.93	5.33
01-2-02610-110-002	Elem Custodial Salary	69,000.00	63,112.77	0.00	5,887.23	8.53
01-2-02610-130-001	Sec Custodial Overtime	10,000.00	10,650.41	0.00	-650.41	-6.50
01-2-02610-130-002	Elem Custodial Overtime	10,000.00	7,345.06	0.00	2,654.94	26.54
01-2-02610-210-001	Sec Health Ins	18,200.00	16,677.32	0.00	1,522.68	8.36
01-2-02610-210-002	Elem Health Ins	18,200.00	16,677.32	0.00	1,522.68	8.36
01-2-02610-220-001	Sec Soc Sec	5,600.00	5,254.07	0.00	345.93	6.17
01-2-02610-220-002	Elem Soc Sec	6,800.00	5,390.01	0.00	1,409.99	20.73
01-2-02610-230-001	Sec Retirement	7,000.00	6,291.83	0.00	708.17	10.11
01-2-02610-230-002	Elem Retirement	8,000.00	6,906.50	0.00	1,093.50	13.66
01-2-02610-382-000	Telecomm & Internet	16,000.00	13,326.41	0.00	2,673.59	16.70
01-2-02610-410-001	Sec Water, Sewer & Garbage	38,000.00	32,886.68	0.00	5,113.32	13.45
01-2-02610-410-002	Elem Water, Sewer &	11,000.00	9,559.01	0.00	1,440.99	13.09
01-2-02610-442-000	Copier Rental	20,000.00	19,618.15	0.00	381.85	1.90
01-2-02610-530-000	Telephone and Internet	0.00	0.00	0.00	0.00	0.00
01-2-02610-531-000	Postage	5,800.00	11,872.50	0.00	-6,072.50	-104.69
01-2-02610-610-001	Sec Custodial Supplies	32,000.00	43,798.57	0.00	-11,798.57	-36.87
01-2-02610-610-002	Elem Custodial Supplies	27,000.00	30,812.73	0.00	-3,812.73	-14.12
01-2-02610-621-001	Sec Utility Energy Services	140,000.00	127,649.27	0.00	12,350.73	8.82

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01-2-02610-621-002	Elem Utility Energy Services	45,000.00	39,254.07	0.00	5,745.93	12.76
01-2-02610-622-001	Sec Electricity	0.00	0.00	0.00	0.00	0.00
01-2-02610-622-002	Elem & Madrid Electricity	0.00	0.00	0.00	0.00	0.00
01-2-02620-110-000	Plant Maintenance Salary	51,000.00	44,388.27	0.00	6,611.73	12.96
01-2-02620-210-000	Maintenance Health Ins	9,097.00	8,338.66	0.00	758.34	8.33
01-2-02620-220-000	Maintenance Soc Sec	3,900.00	3,395.71	0.00	504.29	12.93
01-2-02620-230-000	Maintenance Retirement	5,000.00	4,352.70	0.00	647.30	12.94
01-2-02620-430-000	Contracted Main & Repairs	0.00	0.00	0.00	0.00	0.00
01-2-02620-431-000	Contracted Main & Repairs	60,000.00	89,401.73	0.00	-29,401.73	-49.00
01-2-02620-610-001	Sec Building Supply	1,700.00	2,225.61	0.00	-525.61	-30.91
01-2-02620-610-002	Elem Building Supply	4,500.00	2,225.62	0.00	2,274.38	50.54
01-2-02620-720-000	Building Improvements	10,000.00	0.00	0.00	10,000.00	100.00
01-2-02620-890-000	Maintenance Misc Expense	2,000.00	223.10	0.00	1,776.90	88.84
01-2-02630-710-000	Land Improvements	15,000.00	3,363.20	0.00	11,636.80	77.57
01-2-02650-732-000	Vehicle Acquisition	220,000.00	0.00	0.00	220,000.00	100.00
01-2-02710-110-000	Bus Driver Salary	50,000.00	44,207.60	0.00	5,792.40	11.58
01-2-02710-220-000	Bus Driver Soc Sec	4,200.00	3,332.63	0.00	867.37	20.65
01-2-02710-230-000	Bus Driver Retirement	4,550.00	4,126.69	0.00	423.31	9.30
01-2-02710-332-000	Route Mileage	16,000.00	0.00	0.00	16,000.00	100.00
01-2-02710-430-000	Bus Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00
01-2-02710-626-000	Bus/Van Gasoline	28,000.00	42,048.98	0.00	-14,048.98	-50.17
01-2-02710-732-000	Bus Acquisition	0.00	200,000.00	0.00	-200,000.00	0.00
01-2-02710-890-000	Bus Misc Expenses	1,800.00	2,800.80	0.00	-1,000.80	-55.60
01-2-02712-110-001	SPED Transportation Salary	520.00	0.00	0.00	520.00	100.00
01-2-02712-220-001	SPED Transp Soc Sec	0.00	0.00	0.00	0.00	0.00
01-2-02712-230-001	SPED Transp Retirement	0.00	0.00	0.00	0.00	0.00
01-2-02712-332-001	SPED Transp Mileage To	1,000.00	0.00	0.00	1,000.00	100.00
01-2-02712-332-002	SPED Transp Mileage To	0.00	1,298.70	0.00	-1,298.70	0.00
01-2-02712-519-002	SPED Transp Handibus	0.00	0.00	0.00	0.00	0.00
01-2-02730-431-000	Bus/Van Repairs &	40,000.00	14,166.74	0.00	25,833.26	64.58
01-2-03535-610-001	High Ability	8,000.00	90.31	0.00	7,909.69	98.87
01-2-05000-807-000	Repayment Of Taxes	10,000.00	8,850.43	0.00	1,149.57	11.49
01-2-06200-111-002	Title I Teachers Salary	68,300.00	59,233.02	0.00	9,066.98	13.27
01-2-06200-112-002	Title I Aides Salary	15,550.00	8,195.17	0.00	7,354.83	47.29
01-2-06200-132-002	Title I Aides Overtime	0.00	0.00	0.00	0.00	0.00
01-2-06200-211-002	Title I Teachers Health Ins	24,500.00	22,420.31	0.00	2,079.69	8.48
01-2-06200-212-002	Title I Aides Health Ins	10,000.00	4,548.36	0.00	5,451.64	54.51
01-2-06200-221-002	Title I Teachers Soc Sec	5,250.00	4,516.50	0.00	733.50	13.97
01-2-06200-222-002	Title I Aides Soc Sec	1,250.00	555.53	0.00	694.47	55.55
01-2-06200-231-002	Title I Teachers Retirement	6,800.00	5,848.24	0.00	951.76	13.99
01-2-06200-232-002	Title I Aides Retirement	1,600.00	809.51	0.00	790.49	49.40
01-2-06200-395-002	Title I ESU Contr Serv	0.00	3,634.32	0.00	-3,634.32	0.00

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01-2-06200-610-002	Title I Supplies	700.00	1,611.74	0.00	-911.74	-130.24
01-2-06210-221-002	Title I Acct Soc Sec	0.00	0.00	0.00	0.00	0.00
01-2-06210-231-002	Title I Acct Retirements	400.00	0.00	0.00	400.00	100.00
01-2-06210-320-002	Title I Acct Contract Serv	1,500.00	0.00	0.00	1,500.00	100.00
01-2-06406-591-000	IDEA Base Preschool	4,460.00	4,493.00	0.00	-33.00	-0.73
01-2-06408-591-000	IDEA Base and	86,310.00	87,460.00	0.00	-1,150.00	-1.33
01-2-06412-591-000	IDEA Prop Share Nonpublic	3,780.00	0.00	0.00	3,780.00	100.00
01-2-06421-330-000	IDEA ARP Prof Dev	0.00	448.00	0.00	-448.00	0.00
01-2-06421-610-002	IDEA ARP Supplies	0.00	1,194.89	0.00	-1,194.89	0.00
01-2-06421-810-001	IDEA ARP Sec Prin Fees	0.00	125.00	0.00	-125.00	0.00
01-2-06421-810-002	IDEA ARP Elem Prin Fees	0.00	125.00	0.00	-125.00	0.00
01-2-06450-320-000	Medicaid Contract Services	0.00	0.00	0.00	0.00	0.00
01-2-06969-395-000	Title IV	0.00	10,000.00	0.00	-10,000.00	0.00
01-2-06990-220-002	PBIS Soc Sec	500.00	0.00	0.00	500.00	100.00
01-2-06990-230-002	PBIS Retirement	500.00	0.00	0.00	500.00	100.00
01-2-06990-320-002	PBIS Contract Serv	1,800.00	0.00	0.00	1,800.00	100.00
01-2-06990-330-000	Training Stipends PBIS	1,000.00	0.00	0.00	1,000.00	100.00
01-2-06990-580-000	Travel Expense PBIS	2,000.00	0.00	0.00	2,000.00	100.00
01-2-06990-610-000	Supplies PBIS	0.00	0.00	0.00	0.00	0.00
01-2-06992-890-000	REAP Funds	32,000.00	31,313.00	0.00	687.00	2.14
01-2-06992-950-000	Special Budget Items	1,638,785.00	0.00	0.00	1,638,785.00	100.00
01-2-06996-610-000	CARES Supplies	0.00	0.00	0.00	0.00	0.00
01-2-06997-610-000	ESSER II Supplies	0.00	0.00	0.00	0.00	0.00
01-2-06997-640-000	ESSER II Textbooks	0.00	0.00	0.00	0.00	0.00
01-2-06997-643-000	ESSER II Web Software	0.00	0.00	0.00	0.00	0.00
01-2-06997-650-000	ESSER II Technology	0.00	0.00	0.00	0.00	0.00
01-2-06997-734-000	ESSER II Computer Hardware	0.00	0.00	0.00	0.00	0.00
01-2-06998-112-002	ESSER III Aides Salary	21,000.00	10,542.89	0.00	10,457.11	49.79
01-2-06998-212-002	ESSER III Aides Health Ins	10,000.00	3,790.30	0.00	6,209.70	62.09
01-2-06998-222-002	ESSER III Aides Soc Sec	1,460.00	791.33	0.00	668.67	45.79
01-2-06998-232-002	ESSER III Aides Retirement	2,000.00	1,041.41	0.00	958.59	47.92
01-2-06998-330-000	ESSER III Employee Training	0.00	2,199.00	0.00	-2,199.00	0.00
01-2-06998-431-000	ESSER III Contracted Main	0.00	10,135.38	0.00	-10,135.38	0.00
01-2-06998-580-000	ESSER III Travel	0.00	96.00	0.00	-96.00	0.00
01-2-06998-610-000	ESSER III Supplies	302,810.00	0.00	0.00	302,810.00	100.00
01-2-06998-640-000	ESSER III Textbooks	0.00	101,227.00	0.00	-101,227.00	0.00
01-2-06998-734-000	ESSER III Computer	0.00	35,590.35	0.00	-35,590.35	0.00
01-2-06998-890-000	ESSER III Misc Expenses	0.00	3,831.00	0.00	-3,831.00	0.00
01-2-08000-912-000	Transfer To Lunch Fund	70,000.00	0.00	0.00	70,000.00	100.00
01-2-08000-913-000	Transfer To Activity Fund	50,000.00	0.00	0.00	50,000.00	100.00

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01 Current Year Account Totals:		9,398,000.00	6,773,723.02	0.00	2,624,276.98	27.92
01	FUND Totals:	9,398,000.00	6,773,723.02	0.00	2,624,276.98	27.92

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02	DEPRECIATION FUND					
02-2-02900-450-000	Construction Services	8,115.00	6,372.54	0.00	1,742.46	21.47
02-2-02900-732-000	Vehicle Acquisition	280,000.00	245,350.00	0.00	34,650.00	12.37
02 Current Year Account Totals:		288,115.00	251,722.54	0.00	36,392.46	12.63
02	FUND Totals:	288,115.00	251,722.54	0.00	36,392.46	12.63

ALL Data

Expense Budget Report

Date Range: YTD thru 07/31/22

Arranged by:
Account Number

Account	Description	Budget	Expenditures	Payables & Encumbrances	Unencumbered Balance	Percent Remaining
03	EMPLOYEE BENEFIT FUND					
03-2-08000-911-000	Transfer to General Fund	0.00	0.00	0.00	0.00	0.00
03 Current Year Account Totals:		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
03	FUND Totals:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

ALL Data

Expense Budget Report

 Arranged by:
 Account Number

Date Range: YTD thru 07/31/22

Account	Description	Budget	Expenditures	Payables & Encumbrances	Unencumbered Balance	Percent Remaining
05	ACTIVITY FUND					
05-2-02900-340-000	Referees	0.00	9,829.76	0.00	-9,829.76	0.00
05-2-02900-580-000	Travel	0.00	4,571.00	0.00	-4,571.00	0.00
05-2-02900-610-000	Supplies - General	0.00	84,639.78	0.00	-84,639.78	0.00
05-2-02900-650-000	Supplies - Technology Related	0.00	913.56	0.00	-913.56	0.00
05-2-02900-739-000	Equipment	0.00	3,000.00	0.00	-3,000.00	0.00
05-2-02900-890-000	Misc Student Expenditures	531,781.00	80,484.65	0.00	451,296.35	84.86
05 Current Year Account Totals:		531,781.00	183,438.75	0.00	348,342.25	65.50
05	FUND Totals:	531,781.00	183,438.75	0.00	348,342.25	65.50

ALL Data

Expense Budget Report

Arranged by:
Account Number

Date Range: YTD thru 07/31/22

Account	Description	Budget	Expenditures	Payables & Encumbrances	Unencumbered Balance	Percent Remaining
06	CAFETERIA FUND					
06-2-03100-110-001	Sec Kitchen Staff	57,000.00	52,162.62	0.00	4,837.38	8.48
06-2-03100-110-002	Elem Kitchen Staff	38,000.00	25,960.03	0.00	12,039.97	31.68
06-2-03100-120-001	Sec Kitchen Substitutes	3,000.00	1,139.57	0.00	1,860.43	62.01
06-2-03100-120-002	Elem Kitchen Substitutes	3,000.00	5,168.10	0.00	-2,168.10	-72.27
06-2-03100-130-001	Sec Kitchen Staff Overtime	3,800.00	2,586.35	0.00	1,213.65	31.93
06-2-03100-130-002	Elem Kitchen Staff Overtime	3,800.00	0.00	0.00	3,800.00	100.00
06-2-03100-210-001	Sec Kitchen Staff Health Ins	19,000.00	16,677.32	0.00	2,322.68	12.22
06-2-03100-210-002	Elem Kitchen Staff Health Ins	19,000.00	11,370.90	0.00	7,629.10	40.15
06-2-03100-220-001	Sec Kitchen Staff Soc Sec	6,000.00	4,112.01	0.00	1,887.99	31.46
06-2-03100-220-002	Elem Kitchen Staff Soc Sec	4,000.00	2,381.34	0.00	1,618.66	40.46
06-2-03100-230-001	Sec Kitchen Staff Retirement	6,000.00	5,415.58	0.00	584.42	9.74
06-2-03100-230-002	Elem Kitchen Staff Retirement	6,100.00	1,854.50	0.00	4,245.50	69.59
06-2-03100-630-001	Sec Food Expense	73,000.00	78,979.93	0.00	-5,979.93	-8.19
06-2-03100-630-002	Elem Food Expense	60,000.00	68,040.12	0.00	-8,040.12	-13.40
06-2-03100-890-001	Sec Food Service Misc	10,000.00	6,381.58	0.00	3,618.42	36.18
06-2-03100-890-002	Elem Food Service Misc	16,635.00	4,313.48	0.00	12,321.52	74.06
06-2-08000-911-000	Fund Transfer to General	19,000.00	12,681.86	0.00	6,318.14	33.25
06 Current Year Account Totals:		347,335.00	299,225.29	0.00	48,109.71	13.85
06	FUND Totals:	347,335.00	299,225.29	0.00	48,109.71	13.85

ALL Data

Expense Budget Report

Date Range: YTD thru 07/31/22

Arranged by:
Account Number

Account	Description	Budget	Expenditures	Payables & Encumbrances	Unencumbered Balance	Percent Remaining
08	BUILDING FUND					
08-2-02620-720-000	Building Improvements	400,000.00	50,951.00	0.00	349,049.00	87.26
08-2-04600-710-000	Land and Land Improvements	200,000.00	0.00	0.00	200,000.00	100.00
08-2-05000-831-000	Note Principal Repayment	0.00	0.00	0.00	0.00	0.00
08-2-05000-832-000	Note Interest Repayment	0.00	0.00	0.00	0.00	0.00
08-2-05000-890-000	Fees For Services	74,520.00	0.00	0.00	74,520.00	100.00
08 Current Year Account Totals:		674,520.00	50,951.00	0.00	623,569.00	92.44
08	FUND Totals:	674,520.00	50,951.00	0.00	623,569.00	92.44
	Report Totals:	11,239,751.00	7,559,060.60	0.00	3,680,690.40	32.74

Payroll Expense Summary

ALL Data

Arranged by:
Account Number

Fund	Account Number	Account Description	Earning	Withholding	Employer
FUND: 01					
	01-2-01100-111-001	Sec Teachers Salary	89,621.38		
	01-2-01100-111-002	Elem Teachers Salary	79,268.62		
	01-2-01100-114-001	Technology Staff	2,154.00		
	01-2-01100-151-001	Sec Additional Compensation	14,193.93		
	01-2-01100-151-002	Ele Additional Compensation	449.31		
	01-2-01100-211-001	Sec Health Insurance			27,018.66
	01-2-01100-211-002	Elem Health Insurance			29,460.27
	01-2-01100-220-001	Sec Soc Sec Non Instruct			9.56
	01-2-01100-220-002	Elem Soc Sec Non Instruct			221.40
	01-2-01100-221-001	Sec Soc Sec			7,820.21
	01-2-01100-221-002	Elem Soc Sec			5,995.13
	01-2-01100-224-001	Technology Soc Sec			158.00
	01-2-01100-230-001	Sec Retirement Non Instruct			12.35
	01-2-01100-230-002	Elem Retirement Non Instruct			264.26
	01-2-01100-231-001	Sec Retirement			9,849.95
	01-2-01100-231-002	Elem Retirement			7,874.37
	01-2-01100-234-001	Technology Retirement			212.77
	01-2-01100-320-002	Elem ESU Contracted Serv	750.00		
	01-2-01100-330-001	Sec Staff Development	125.00		
	01-2-01100-330-002	Elem Staff Development	2,175.00		
	01-2-01150-111-002	LEP Teachers	4,846.50		
	01-2-01150-221-002	LEP Soc Sec Teachers			365.45
	01-2-01150-231-002	LEP Retire Teachers			478.72
	01-2-01160-111-001	Sec Poverty Teachers	513.72		
	01-2-01160-111-002	Elem Pov Teach & Teammates	3,857.73		
	01-2-01160-221-001	Sec Pov Teachers Soc Sec			39.20
	01-2-01160-221-002	Elem Pov Teachers Soc Sec			290.00
	01-2-01160-231-001	Sec Pov Teachers Retire			50.74
	01-2-01160-231-002	Elem Pov Teachers Retire			381.06
	01-2-01190-111-002	Preschool Teachers	2,991.67		
	01-2-01190-211-002	Presch Teachers Health Ins			1,517.92
	01-2-01190-212-002	Presch Aides Health Ins			1,516.12
	01-2-01190-221-002	Preschool Teachers Soc Sec			228.87
	01-2-01190-231-002	Preschool Teachers Retire			295.51
	01-2-01200-111-001	SPED Sec Teachers	6,162.84		
	01-2-01200-111-002	SPED Elem Teachers	7,479.16		
	01-2-01200-211-001	SPED Sec Teach Health Ins			2,038.21
	01-2-01200-211-002	SPED Elem Teach Health Ins			2,038.21
	01-2-01200-212-001	SPED Sec Aides Health Ins			2,221.17
	01-2-01200-212-002	SPED Elem Aides Health Ins			4,601.37
	01-2-01200-221-001	SPED Sec Teachers Soc Sec			466.17
	01-2-01200-221-002	SPED Elem Teachers Soc Sec			566.41
	01-2-01200-231-001	SPED Sec Teachers Retire			608.75
	01-2-01200-231-002	SPED Elem Teachers Retire			738.78
	01-2-02120-111-002	Elem Guidance	5,337.14		
	01-2-02120-211-002	Elem Guidance Health Ins			2,038.21
	01-2-02120-221-002	Elem Guidance Soc Sec			380.29
	01-2-02120-231-002	Elem Guidance Retirement			527.19
	01-2-02130-116-002	Health Services	86.70		
	01-2-02130-226-002	Health Soc Sec			6.64
	01-2-02190-110-001	Activity Bus/Van Drivers	978.50		

Payroll Expense Summary

ALL Data

Arranged by:
Account Number

Fund	Account Number	Account Description	Earning	Withholding	Employer
	01-2-02190-220-001	Activity Bus/Van Soc Sec			74.86
	01-2-02190-230-001	Activity Bus/Van Retirement			96.65
	01-2-02220-111-002	Elem Library	4,487.50		
	01-2-02220-211-002	Elem Library Health Ins			2,038.21
	01-2-02220-221-002	Elem Library Soc Sec			312.34
	01-2-02220-231-002	Elem Library Retirement			443.27
	01-2-02320-105-000	Superintendent Salary	12,066.60		
	01-2-02320-110-001	Sec Clerical Staff	492.28		
	01-2-02320-210-001	Sec Clerical Health Ins			758.06
	01-2-02320-215-000	Superintendent Health Ins			2,038.21
	01-2-02320-220-001	Sec Clerical Soc Sec			37.66
	01-2-02320-225-000	Superintendent Soc Sec			907.18
	01-2-02320-230-001	Sec Clerical Retirement			42.40
	01-2-02320-235-000	Superintendent Retirement			1,191.91
	01-2-02410-110-002	Elem Clerical Staff	2,750.00		
	01-2-02410-111-001	Sec Principal Salary	6,825.03		
	01-2-02410-111-002	Elem Principal Salary	6,100.80		
	01-2-02410-210-002	Elem Clerical Health Ins			758.06
	01-2-02410-211-001	Sec Principal Health Ins			1,517.92
	01-2-02410-211-002	Elem Principal Health Ins			2,038.21
	01-2-02410-220-002	Elem Clerical Soc Sec			210.38
	01-2-02410-221-001	Sec Principal Soc Sec			520.77
	01-2-02410-221-002	Elem Principal Soc Sec			464.45
	01-2-02410-230-002	Elem Clerical Retirement			271.64
	01-2-02410-231-001	Sec Principal Retirement			674.17
	01-2-02410-231-002	Elem Principal Retirement			602.62
	01-2-02490-111-001	Activities Director Salary	2,393.34		
	01-2-02490-221-001	Activities Dir Soc Sec			180.06
	01-2-02490-231-001	Activities Dir Retirement			236.41
	01-2-02510-110-000	Business Manager Salary	3,907.10		
	01-2-02510-130-000	Business Manager Overtime	683.30		
	01-2-02510-210-000	Business Manager Health Ins			758.06
	01-2-02510-220-000	Business Manager Soc Sec			351.16
	01-2-02510-230-000	Business Manager Retirement			453.43
	01-2-02610-110-001	Sec Custodial Salary	9,049.57		
	01-2-02610-110-002	Elem Custodial Salary	5,478.09		
	01-2-02610-130-001	Sec Custodial Overtime	182.43		
	01-2-02610-130-002	Elem Custodial Overtime	391.79		
	01-2-02610-210-001	Sec Health Ins			1,516.12
	01-2-02610-210-002	Elem Health Ins			1,516.12
	01-2-02610-220-001	Sec Soc Sec			694.85
	01-2-02610-220-002	Elem Soc Sec			449.04
	01-2-02610-230-001	Sec Retirement			536.77
	01-2-02610-230-002	Elem Retirement			526.63
	01-2-02620-110-000	Plant Maintenance Salary	2,992.43		
	01-2-02620-210-000	Maintenance Health Ins			758.06
	01-2-02620-220-000	Maintenance Soc Sec			228.92
	01-2-02620-230-000	Maintenance Retirement			263.67
	01-2-06200-111-002	Title I Teachers Salary	5,373.28		
	01-2-06200-211-002	Title I Teachers Health Ins			2,038.21
	01-2-06200-221-002	Title I Teachers Soc Sec			409.80
	01-2-06200-231-002	Title I Teachers Retirement			530.76

Payroll Expense Summary

ALL Data

Arranged by:
Account Number

Fund		Account Description	Earning	Withholding	Employer
Account Number					
01-931		Payable Account		-86,874.25	
FUND 01 Totals:			284,164.74	-86,874.25	136,738.96
FUND: 06					
06-2-03100-110-001		Sec Kitchen Staff	491.31		
06-2-03100-210-001		Sec Kitchen Staff Health Ins			1,516.12
06-2-03100-210-002		Elem Kitchen Staff Health Ins			758.06
06-2-03100-220-001		Sec Kitchen Staff Soc Sec			37.58
06-2-03100-230-001		Sec Kitchen Staff Retirement			48.53
06-931		Payable Account		-85.63	
FUND 06 Totals:			491.31	-85.63	2,360.29
Report Totals:			284,656.05	-86,959.88	139,099.25

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	Vendor Name Description	Manual Check Number	Amount

Checks Available to Print

01 - GENERAL

71522		07/13/22	FRENCHMAN	Frenchman Valley Co-op		303.46
				fuel		
					Check Total	303.46
					Vendor Total	303.46
3HSAABTBJ.345		07/13/22	ABTBJHSA	Adams Bank FBO Ben Jones HSA		219.81
				July 2022 Payroll		
					Check Total	219.81
					Vendor Total	219.81
3HSAABTJK.345		07/13/22	ABTJKHSA	Adams Bank FBO Jonette Kemling HSA		295.16
				July 2022 Payroll		
					Check Total	295.16
					Vendor Total	295.16
3HSAABTSW.34		07/13/22	ABTSWHSA	Adams Bank FBO Sandy Waitley HSA		295.16
5				July 2022 Payroll		
					Check Total	295.16
					Vendor Total	295.16
34796/3		07/13/22	ACE	Ace Hardware		24.99
				maintenance supplies		
					Check Total	24.99
					Vendor Total	24.99
71522		07/13/22	ADAMLUMB	Adams Lumber		205.12
				maintenance supplies		
					Check Total	205.12
					Vendor Total	205.12
2AFLAC12.345		07/13/22	AFLAC12	American Family Life		1,768.68
				July 2022 Payroll		
2AMFA.345		07/13/22		July 2022 Payroll		439.69
					Check Total	2,208.37
					Vendor Total	2,208.37
71522		07/13/22	AMAZON	Amazon		13,440.10
				computer supplies, classroom s		
					Check Total	13,440.10
					Vendor Total	13,440.10
12150336		07/13/22	APPLEINC	Apple Inc.		2,268.00
				IPAD's		
12966506		07/13/22		LEP IPAD		378.00

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	PO Date	Vendor Name Description	Manual Check Number	Amount
						Check Total	2,646.00
						Vendor Total	2,646.00
71522		07/13/22	BAYSIDE	07/13/22	Bayside Golf Club School Improv Mtg		470.00
						Check Total	470.00
						Vendor Total	470.00
7/22-1		07/13/22	BHE4317	07/13/22	Black Hills Energy gas		38.58
						Check Total	38.58
						Vendor Total	38.58
7/22-2		07/13/22	BHE4318	07/13/22	Black Hills Energy gas		826.97
						Check Total	826.97
						Vendor Total	826.97
7/22-3		07/13/22	BHE4319	07/13/22	Black Hills Energy gas		138.76
						Check Total	138.76
						Vendor Total	138.76
7/22-4		07/13/22	BHE4479	07/13/22	Black Hills Energy gas		155.79
						Check Total	155.79
						Vendor Total	155.79
7/22-5		07/13/22	BHE5611	07/13/22	Black Hills Energy gas		51.02
						Check Total	51.02
						Vendor Total	51.02
7/22-6		07/13/22	BHE9834	07/13/22	Black Hills Energy gas		121.73
						Check Total	121.73
						Vendor Total	121.73
7/22-7		07/13/22	BHE9835	07/13/22	Black Hills Energy gas		704.94
						Check Total	704.94
						Vendor Total	704.94
3DENTAL.345		07/13/22	BLUECR01	07/13/22	Blue Cross/Blue Shield July 2022 Payroll		6,467.47
3HEAL.345		07/13/22		07/13/22	July 2022 Payroll		80,468.16
71522		07/13/22		07/13/22	Addl Premiums		4,340.75

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	PO Date	Vendor Name Description	Manual Check Number	Amount
						Check Total	91,276.38
						Vendor Total	91,276.38
31957110		07/13/22	CAPITALBUS	07/13/22	Capital Business Systems copier		607.89
						Check Total	607.89
						Vendor Total	607.89
7/22 ES		07/13/22	CITYOFGR	07/13/22	City Of Grant ES elecricity & utilities		3,900.06
7/22 HS		07/13/22		07/13/22	HS electricity & utilities		12,450.45
						Check Total	16,350.51
						Vendor Total	16,350.51
71522		07/13/22	COLEMON	07/13/22	Monica Cole gas reimbursement		50.00
						Check Total	50.00
						Vendor Total	50.00
71522		07/13/22	COUNTRY SU	07/13/22	Country Supply maintenance supplies		1,794.35
						Check Total	1,794.35
						Vendor Total	1,794.35
71522		07/13/22	DAYSINNKEA	07/13/22	Days Inn motel		258.00
						Check Total	258.00
						Vendor Total	258.00
7144927		07/13/22	DEMCO	07/13/22	Demco supplies		227.37
						Check Total	227.37
						Vendor Total	227.37
71522		07/13/22	EAKES	07/13/22	Eakes Office Solutions maintenance, office supplies		2,976.02
						Check Total	2,976.02
						Vendor Total	2,976.02
2FICA.345		07/13/22	EFTPS	07/13/22	EFTPS Payroll Deposit July 2022 Payroll		17,334.72
2FICM.345		07/13/22		07/13/22	July 2022 Payroll		4,054.08
2USIT.345		07/13/22		07/13/22	July 2022 Payroll		20,518.43
3FICA.345		07/13/22		07/13/22	July 2022 Payroll		17,334.72
3FICM.345		07/13/22		07/13/22	July 2022 Payroll		4,054.08
						Check Total	63,296.03

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	PO Date	Vendor Name Description	Manual Check Number	Amount
						Vendor Total	63,296.03
1178706		07/13/22	ERICARMIN	07/13/22	Eric Armin Inc classroom supplies		349.95
						Check Total	349.95
						Vendor Total	349.95
71522		07/13/22	ESU16	07/13/22	ESU #16 SRS Fees, Regional Buy		1,188.55
						Check Total	1,188.55
						Vendor Total	1,188.55
71522		07/13/22	ESUCOOR	07/13/22	ESU Coordinating Council Worldbook Power		365.49
						Check Total	365.49
						Vendor Total	365.49
71522		07/13/22	FLINSCIE	07/13/22	Flinn Scientific, Inc. classroom supplies		281.94
						Check Total	281.94
						Vendor Total	281.94
71522		07/13/22	GOFFSERV	07/13/22	Goff Services repairs		863.90
						Check Total	863.90
						Vendor Total	863.90
71522		07/13/22	GRANTRIB	07/13/22	Grant Tribune/Imperial Republican legal proceedings, ads		307.55
						Check Total	307.55
						Vendor Total	307.55
71522		07/13/22	GREAPL02	07/13/22	Great Plains Communications telephone		1,100.88
						Check Total	1,100.88
						Vendor Total	1,100.88
7/22-6060		07/13/22	HATCSUPE	07/13/22	Hatch's Super Foods staff appreciation		20.91
7/22-7005		07/13/22		07/13/22	staff appreciation		31.17
						Check Total	52.08
						Vendor Total	52.08
71522		07/13/22	IN & OUT	07/13/22	In & Out fuel		1,448.27
						Check Total	1,448.27
						Vendor Total	1,448.27

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	PO Date	Vendor Name Description	Manual Check Number	Amount
71522		07/13/22	KLAHNRACH	07/13/22	Rachel Klahn SPED mileage reimb		198.90
						Check Total	198.90
						Vendor Total	198.90
12239		07/13/22	KSBSCHOOL	07/13/22	KSB School Law legal services		232.00
						Check Total	232.00
						Vendor Total	232.00
851893		07/13/22	LAMPOGR	07/13/22	Lampo Group textbooks		1,839.36
						Check Total	1,839.36
						Vendor Total	1,839.36
2LEGALSH.345		07/13/22	LEGALSHIEL	07/13/22	LegalShield July 2022 Payroll		101.70
						Check Total	101.70
						Vendor Total	101.70
71522		07/13/22	LEXLEARN	07/13/22	Lexia Learning Systems LETRS training		3,067.00
						Check Total	3,067.00
						Vendor Total	3,067.00
799731		07/13/22	MACGILL	07/13/22	William V Macgill & Co heath supplies		391.54
						Check Total	391.54
						Vendor Total	391.54
25617		07/13/22	MAR'S	07/13/22	Mar's Service Center Inc battery		199.99
						Check Total	199.99
						Vendor Total	199.99
2MG403B.345		07/13/22	MGTRUST	07/13/22	MG Trust Company July 2022 Payroll		800.00
2MG403ROTH.345		07/13/22		07/13/22	July 2022 Payroll		2,300.00
						Check Total	3,100.00
						Vendor Total	3,100.00
764612		07/13/22	MIDAMER	07/13/22	Mid-American Research Chemical maintenance supplies		148.97
765990		07/13/22		07/13/22	maintenance sup		747.88
						Check Total	896.85

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	PO Date	Vendor Name Description	Manual Check Number	Amount
						Vendor Total	896.85
549701		07/13/22	MIDAMERICA	07/13/22	Midamerica Books books		340.35
						Check Total	340.35
						Vendor Total	340.35
292446		07/13/22	NASCO	07/13/22	Nasco classroom supplies		136.50
						Check Total	136.50
						Vendor Total	136.50
160588		07/13/22	NCS PEARSO	07/13/22	NSC Pearson Inc pshch testing supplies		1,915.00
						Check Total	1,915.00
						Vendor Total	1,915.00
2NEIT.345		07/13/22	NEBRDEPT	07/13/22	Nebraska Depart. Of Revenue July 2022 Payroll		9,555.24
						Check Total	9,555.24
						Vendor Total	9,555.24
2NTRT.345		07/13/22	NEBRRETI	07/13/22	Nebraska Retirement System July 2022 Payroll		26,895.80
3NTRT.345		07/13/22		07/13/22	July 2022 Payroll		27,164.78
						Check Total	54,060.58
						Vendor Total	54,060.58
71522		07/13/22	NEBRSAFE	07/13/22	Nebraska Safety & Fire Equip. inspections		2,190.00
						Check Total	2,190.00
						Vendor Total	2,190.00
71522		07/13/22	NESAFETY	07/13/22	Nebraska Safety Center @ Unk bus course		250.00
						Check Total	250.00
						Vendor Total	250.00
71522		07/13/22	NPPD	07/13/22	Nebraska Public Power District Elsie electricity		31.58
						Check Total	31.58
						Vendor Total	31.58
71522		07/13/22	NRCSA	07/13/22	Nebraska Rural Community Schools Association dues		850.00
						Check Total	850.00
						Vendor Total	850.00

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	PO Date	Vendor Name Description	Manual Check Number	Amount
71522		07/13/22	PCSTRANS	07/13/22	PCS Transaction Cash fuel		292.15
						Check Total	292.15
						Vendor Total	292.15
71522		07/13/22	PEPPER	07/13/22	J. W. Pepper & Son, Inc classroom supplies		173.70
						Check Total	173.70
						Vendor Total	173.70
71522		07/13/22	PERKCOHE	07/13/22	Perkins Co. Health Services drug screen		83.00
						Check Total	83.00
						Vendor Total	83.00
71522		07/13/22	PERRYGUTH	07/13/22	PGH&G Attorneys At Law legal services		1,890.00
						Check Total	1,890.00
						Vendor Total	1,890.00
71522		07/13/22	PINNvisa	07/13/22	Pinnacle Bank motel, meals, supplies		1,630.71
						Check Total	1,630.71
						Vendor Total	1,630.71
3315732018		07/13/22	PITNEY	07/13/22	Pitney Bowes machine rental		30.00
						Check Total	30.00
						Vendor Total	30.00
22-822344		07/13/22	PLANROAD	07/13/22	Plank Road Publishing, Inc. classroom supplies		122.45
						Check Total	122.45
						Vendor Total	122.45
297261		07/13/22	POWERSCHOO	07/13/22	PowerSchool Group support		3,099.55
						Check Total	3,099.55
						Vendor Total	3,099.55
71522		07/13/22	QUALDIES	07/13/22	Quality Diesel Inc bus repair		110.00
						Check Total	110.00
						Vendor Total	110.00
71522		07/13/22	REALGOOD	07/13/22	Really Good Stuff, Inc. classroom supplies		455.24

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	PO Date	Vendor Name Description	Manual Check Number	Amount
Check Total							455.24
Vendor Total							455.24
071522		07/13/22	REESMECH	07/13/22	Reese Mechanical repairs		4,870.00
Check Total							4,870.00
Vendor Total							4,870.00
89787		07/13/22	RISEVIS	07/13/22	Rise Vision TV licenses		227.70
Check Total							227.70
Vendor Total							227.70
208130135058		07/13/22	SCHOSP02	07/13/22	School Specialty Inc. office sup		18.58
208130139772		07/13/22		07/13/22	classroom supplies		162.30
308103997563		07/13/22		07/13/22	classroom supplies		1,062.48
Check Total							1,243.36
Vendor Total							1,243.36
6744		07/13/22	SLAMMCO	07/13/22	SlammCo Lawncare lawn care		505.00
Check Total							505.00
Vendor Total							505.00
71522		07/13/22	SOUPLATSCH	07/13/22	South Platte Schools Essink premium		758.96
Check Total							758.96
Vendor Total							758.96
3HSASSBJL.345		07/13/22	SSBJLHSA	07/13/22	Sandhills State Bank FBO Jasmine Lehl HSA July 2022 Payroll		219.81
Check Total							219.81
Vendor Total							219.81
3HSASSBTS.345		07/13/22	SSBTSHSA	07/13/22	Sandhills State Bank FBO Tristan Stephenson H July 2022 Payroll		219.81
Check Total							219.81
Vendor Total							219.81
12258		07/13/22	STADIUM	07/13/22	Stadium Sports Field day shirts		518.75
Check Total							518.75
Vendor Total							518.75
71522		07/13/22	SUBWAY	07/13/22	Subway teacher appreciation		193.96

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	PO Date	Vendor Name Description	Manual Check Number	Amount
Check Total							193.96
Vendor Total							193.96
2LTD.345		07/13/22	T & T MAR	07/13/22	Principal Life Group July 2022 Payroll		302.20
Check Total							302.20
Vendor Total							302.20
71522		07/13/22	VIAERO	07/13/22	Viaero telephone		108.65
Check Total							108.65
Vendor Total							108.65
2VSPVISION.345		07/13/22	VISIONSP	07/13/22	Vision Service Plan (CT) July 2022 Payroll		484.38
Check Total							484.38
Vendor Total							484.38
2CAFE.345		07/13/22	WAGEWORKS	07/13/22	WageWorks, Inc. July 2022 Payroll		1,656.00
2DCARE.345		07/13/22		07/13/22	July 2022 Payroll		663.33
Check Total							2,319.33
Vendor Total							2,319.33
71522		07/13/22	WFBUSMC	07/13/22	Payment Remittance Center postage, scrubber, supplies		9,134.24
Check Total							9,134.24
Vendor Total							9,134.24
71522		07/13/22	WILLHSAD	07/13/22	William H. Sadlier, Inc. workbooks		1,502.25
Check Total							1,502.25
Vendor Total							1,502.25
68976971		07/13/22	WOODBРАН	07/13/22	Brandon Wood tree removal		700.00
Check Total							700.00
Vendor Total							700.00
57284		07/13/22	WPCI	07/13/22	WPCI drug testing supplies		522.75
Check Total							522.75
Vendor Total							522.75
71522		07/13/22	WWADMINFEE	07/13/22	WageWorks admin fee		170.00
Check Total							170.00

ALL Data
Fiscal Year 2022

Preliminary Check Register

Arranged by:
Vendor ID

Check Date Invoice	DD	Check Number Invoice Date	Vendor ID PO Number	Vendor Name Description	Manual Check Number	Amount
Vendor Total						170.00
593544		07/13/22	YANDAS	Yandas Music classroom supplies		1,309.00
Check Total						1,309.00
Vendor Total						1,309.00
01 - GENERAL Totals:						317,494.66
06 - CAFETERIA FUND						
3DENTAL.345		07/13/22	BLUECR01	Blue Cross/Blue Shield July 2022 Payroll		159.03
3HEAL.345		07/13/22		July 2022 Payroll		2,115.15
Check Total						2,274.18
Vendor Total						2,274.18
			EFTPS	EFTPS Payroll Deposit		
2FICA.345		07/13/22		July 2022 Payroll		30.46
2FICM.345		07/13/22		July 2022 Payroll		7.12
3FICA.345		07/13/22		July 2022 Payroll		30.46
3FICM.345		07/13/22		July 2022 Payroll		7.12
Check Total						75.16
Vendor Total						75.16
			NEBRRETI	Nebraska Retirement System		
2NTRT.345		07/13/22		July 2022 Payroll		48.05
3NTRT.345		07/13/22		July 2022 Payroll		48.53
Check Total						96.58
Vendor Total						96.58
06 - CAFETERIA FUND Totals:						2,445.92
Total of Checks Available to Print:						319,940.58
Report Total:						319,940.58

SELECTED Data

Revenue Budget Report

Arranged by:
Account Number

Date Range: YTD thru 07/31/22

Account	Description	Budget	Receipts	Revenue Balance	Percent Remaining
01	GENERAL				
01-1-01100-000-000	Taxes	6,146,465.00	5,855,424.78	291,040.22	4.73
01-1-01115-000-000	Carline Taxes	100.00	237.45	-137.45	-137.45
01-1-01120-000-000	Public Power Dist Sales Tax	70,500.00	67,782.89	2,717.11	3.85
01-1-01125-000-000	Motor Vehicle Taxes	315,000.00	298,044.03	16,955.97	5.38
01-1-01190-000-000	County Treasurer's Commission	-61,465.00	-58,825.06	-2,639.94	4.29
01-1-01315-000-000	Tuition Received DL Spanish	70,000.00	63,618.10	6,381.90	9.11
01-1-01370-000-000	Preschool Tuition	15,000.00	19,800.00	-4,800.00	-32.00
01-1-01510-000-000	Interest	185.00	218.43	-33.43	-18.07
01-1-01911-000-000	Local License Fees	2,000.00	2,785.00	-785.00	-39.25
01-1-01925-000-000	Corporate/Other Private Grants	0.00	3,950.00	-3,950.00	0.00
01-1-01955-000-000	Dual Credit Reimbursement	0.00	8,290.00	-8,290.00	0.00
01-1-01990-000-000	Other Local Receipts	1,500.00	1,801.10	-301.10	-20.07
01-1-02110-000-000	County Fines & License	0.00	600.00	-600.00	0.00
01-1-02130-000-000	Other County Receipts	0.00	0.00	0.00	0.00
01-1-02210-000-000	ESU Receipts	6,000.00	8,599.15	-2,599.15	-43.31
01-1-03110-000-000	State Aid	60,167.00	60,167.00	0.00	0.00
01-1-03120-000-000	Special Education Sch Age	240,000.00	309,039.00	-69,039.00	-28.76
01-1-03125-000-000	SPED Transportation Sch Age	0.00	0.00	0.00	0.00
01-1-03130-000-000	Homestead Exemption	20,000.00	27,835.84	-7,835.84	-39.17
01-1-03131-000-000	Property Tax Credit	560,000.00	596,717.14	-36,717.14	-6.55
01-1-03132-000-000	Personal Property Tax Credit	20,000.00	0.00	20,000.00	100.00
01-1-03133-000-000	Nameplate Capacity Tax-Renew Energy	0.00	403.21	-403.21	0.00
01-1-03180-000-000	Prorate Motor Vehicle	9,000.00	9,494.23	-494.23	-5.49
01-1-03400-000-000	State Apportionment	85,000.00	94,310.89	-9,310.89	-10.95
01-1-03512-000-000	Distance Ed Incentive Pymnt	0.00	24,484.12	-24,484.12	0.00
01-1-03535-000-000	High Ability Learners	4,000.00	5,014.00	-1,014.00	-25.35
01-1-03800-000-000	NPPD In Lieu Taxes	0.00	0.00	0.00	0.00
01-1-03990-000-000	Other State Receipts	1,000.00	0.00	1,000.00	100.00
01-1-04105-000-000	E-Rate Rebates	0.00	0.00	0.00	0.00
01-1-04310-000-000	REAP	28,000.00	31,313.00	-3,313.00	-11.83
01-1-04505-000-000	Title I	43,000.00	41,050.00	1,950.00	4.53
01-1-04506-000-000	Title I Accountability	0.00	0.00	0.00	0.00
01-1-04509-000-000	Title IIA	0.00	0.00	0.00	0.00
01-1-04512-000-000	IDEA Base Allocation	0.00	0.00	0.00	0.00
01-1-04516-000-000	IDEA Preschool	4,450.00	0.00	4,450.00	100.00
01-1-04518-000-000	IDEA Base & Enrollment Poverty	86,000.00	0.00	86,000.00	100.00
01-1-04519-000-000	IDEA Enrollment/Poverty	0.00	0.00	0.00	0.00
01-1-04521-000-000	IDEA Nonpublic	0.00	0.00	0.00	0.00
01-1-04530-000-000	Other Federal Receipts-PBIS	0.00	893.69	-893.69	0.00
01-1-04708-000-000	Medicaid Payments (MIPS)	0.00	0.00	0.00	0.00
01-1-04709-000-000	Medicaid Admin Activities (MAAPS)	2,000.00	3,499.12	-1,499.12	-74.95
01-1-04996-000-000	CARES Emergency Relief	0.00	0.00	0.00	0.00
01-1-04997-000-000	ESSER II	0.00	21,887.00	-21,887.00	0.00
01-1-05200-000-000	Other Fund Transfers In	70,000.00	69,531.09	468.91	0.66

SELECTED Data

Revenue Budget Report

Arranged by:
Account Number

Date Range: YTD thru 07/31/22

Account	Description	Budget	Receipts	Revenue Balance	Percent Remaining
01-1-05300-000-000	Sale Of Property	0.00	0.00	0.00	0.00
01-1-05301-000-000	Insurance Adjustment	50.00	17,656.28	-17,606.28	-35,212.56
01-1-05690-000-000	Other Non Revenue	25,000.00	48,108.04	-23,108.04	-92.43
01-1-06300-000-000	Special Budget Items	1,575,048.00	0.00	1,575,048.00	100.00
01-2-01100-151-999	Addl Comp Acct-Not Used	0.00	0.00	0.00	0.00
01	FUND Totals:	9,398,000.00	7,633,729.52	1,764,270.48	18.77
	Report Totals:	9,398,000.00	7,633,729.52	1,764,270.48	18.77

Revenue Journal (Preliminary)

Fiscal Year: 2022

Entry Line	Date Account	Received From	Receipt Description	Accrue	Description	Bank ID/Account Receivable	Received

Journal: 07/14/22

Entry	07/14/22		June receipts	A	GENERAL	Sandhills State
1	01-1-01100-000-000		Taxes		0.00	511,233.39
2	01-1-01125-000-000		Motor Vehicle Taxes		0.00	19,788.97
3	01-1-03130-000-000		Homestead Exemption		0.00	6,958.96
4	01-1-01190-000-000		County Treasurer's Commission		0.00	-5,181.92
5	01-1-03120-000-000		Special Education Sch Age		0.00	50,583.00
6	01-1-03110-000-000		State Aid		0.00	6,014.00
7	01-1-05690-000-000		Other Non Revenue		0.00	3,791.15
8	01-1-01370-000-000		Preschool Tuition		0.00	50.00
9	01-1-01955-000-000		Dual Credit Reimbursement		0.00	4,060.00
10	01-1-05200-000-000		Other Fund Transfers In		0.00	5,531.79
11	01-1-01315-000-000		Tuition Received DL Spanish		0.00	10,136.95
12	01-1-02210-000-000		ESU Receipts		0.00	664.75
13	01-1-01510-000-000		Interest		0.00	27.39
Totals for Entry 10640					0.00	613,658.43
Totals for Journal					0.00	613,658.43

Bank Account Totals			
A	GENERAL FUND	Sandhills State Bank	613,658.43

Fund Summary		Receivable	Received
01	GENERAL	0.00	613,658.43

July Transaction Cash
(June Transactions)

Wex Bank	fuel	\$292.15	01-2-02710-626-000

TOTAL \$ 292.15

2021-2022 Perkins County Schools Treasurer's Report - July 2022 Board Meeting - (For the month of June 2022)						
INTEREST RATES			0.01% Sandhills State	0.05% Pinnacle		
			SPECIAL BUILDING	DEPRECIATION	EMPLOYEE BENEFIT	
	GENERAL FUND	LUNCH FUND	FUND	FUND	FUND	ACTIVITY FUND
Balance Forward	\$3,067,780.95	\$58,002.98	\$593,191.33	\$42,551.80	\$0.00	\$240,663.64
EXPENDITURES						
Payroll	\$236,351.98	\$5,531.79				
Bills	\$428,306.47	\$9,806.83	\$179,883.08			\$26,930.97
Total Bills	\$664,658.45	\$15,338.62	\$179,883.08	\$0.00	\$0.00	\$26,930.97
RECEIPTS						
LOCAL RECEIPTS	\$550,102.47	\$2.80	\$21,065.46			\$6,183.76
STATE RECEIPTS	\$63,555.96	\$15,206.37				
FEDERAL RECEIPTS						
Total	\$613,658.43	\$15,209.17	\$21,065.46	\$0.00	\$0.00	\$6,183.76
Void Checks						
Returned Checks						
Transfers						
CD Deposit into Checking						
Bank Charges						
Bank Error/Correction						
Lunch/Other Refunds						
Interest		\$7.22	\$4.77	\$1.75		\$27.69
Ending Balance	\$3,016,780.93	\$57,880.75	\$434,378.48	\$42,553.55	\$0.00	\$219,944.12
CD's/Investments	\$17.15			\$0.00	\$0.00	
TOTAL FUND BALANCE	\$3,016,798.08	\$57,880.75	\$434,378.48	\$42,553.55	\$0.00	\$219,944.12
EXPENDITURES TO-DATE	\$6,258,937.87	\$296,373.69	\$230,834.08	\$251,722.54	\$0.00	\$269,508.05
Budget Total	\$9,398,000.00	\$347,335.00	\$674,520.00	\$288,115.00	\$0.00	\$531,781.00
						TOTAL CD's/INVEST:
						\$17.15

July 2022 - School Board Meeting

Elementary Principal's Report



Elementary Academics/Professional Development:

- July 11-28th - Summer School
- August 2nd - New Teacher Workshop at North Platte/ESU #16
- August 9th - New Staff Day
 - Pertinent PCS information will be provided and addressed.
- August 12, 15 & 16th - Teacher Inservice and PD Days
- Grade Level Teachers have met or are planning on meeting to prepare CKLA materials and implementation of CKLA

Upcoming Events:

- July 27, 28 & 29th - Administrator Days
- August 15th - K-6 'Open House' - 6-7pm
 - Two sessions will be held to provide updates and relevant information for parents/guardians and students (K-2 will begin at 6:00 and 3-6 will begin at 6:30)
- August 17th - First Day of school for K-6
- August 22nd - Afternoon Preschool 'Parent Meeting/Open House' - 6-7pm
- August 23rd - Morning Preschool 'Parent Meeting/Open House' - 6-7pm
- August 24th - First Day of school for Preschool

Student Handbook updates:

- Alignment of Beginning of School time and Tardy Bell to 8:00am (located on pg. 8 of handbook)
- Change in 3/4th Lunchtime by five minutes, time will be changed to 11:55-12:25 replacing the 12:00-12:30 time (located on pg. 8 of handbook)
- Change in Cafeteria Prices, updates include:
 - Breakfast
 - Pre-6 breakfast - \$1.80 to \$2.00

- Will add: Adult Breakfast - \$2.40
- Lunch
 - PreK-6 lunch - \$3.00 to \$3.20
 - Adult Lunch- \$4.00 to \$4.20
 - Extra Milk- \$.50 to \$0.75
 - Extra Entrée- \$1.00 to \$1.50 (located on pg. 10 of handbook)
- [Title IX update 2022](#) - located on pg. 66-84 of handbook
- [2022-2023 Elementary Handbook](#) (new/updated items are highlighted yellow)

Elementary building projects in progress:

- Carpet is being installed
- Classrooms and teacher workroom are being adjusted and/or moved to meet building and student needs

July 2022 - School Board Meeting

Athletic Director Report



Activities / Sports:

- Summer Items
 - https://docs.google.com/document/d/14OSzVFW8mr-1iBT3Ka7OjmbtrGwrvtzrUenGdy_k4hg/edit?usp=sharing

Activities and Sports Other:

- Scheduling
 - Sport / Activity Scheduling has been finalized.
 - Holiday Basketball Tournament
- Coaching
 - Coaching assignments (see sheets)
- Girls Wrestling
 - The paperwork was processed

July 2022 - School Board Meeting

7-12 Principal Report



Staff Professional Development

- Professional Development
 - June 27th - CIP Team Meeting - Bayside
 - June 28th/29th - Mental Health Training
 - July 1 - PowerSchool Training
 - August 1st - Back 2 School Night
 - August 2nd - Student Registration - Classes
 - August 3rd - Student Registration - Classes
 - August 8th - Student Registration - Classes
 - August 9th - New Staff Orientation
 - August 12th - Staff In-Service
 - August 15th - Staff In-Service
 - August 16th - Staff In-Service
 - August 17th - First Day of School for Students

JH/HS Academics

- Scheduling
 - 22-23 Schedule is completed. Students will schedule classes in August
 - Some classes will not be offered this year due to staff shortages
- Handbook Updates
 - [22-23 Changes](#)



Phillip Picquet <phillip.picquet@perkinscountyschools.org>

PCS Resignation

Amanda Schuster <mrs.a.schuster@gmail.com>

Wed, Jul 6, 2022 at 2:11 AM

To: Phillip Picquet <phillip.picquet@perkinscountyschools.org>

Hello Phillip

This letter is to inform you that I am resigning from the 2022-2024 school year with Perkins County Schools.

Please let me know if you have any questions

Amanda Schuster

mrs.a.schuster@gmail.com

303-810-9903

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[Quoted text hidden]

Lance Talich
741 E. Denver St.
Holyoke, CO 80734

June 24, 2022

Phillip Picquet
Superintendent
Perkins County Schools
740 Sherman Ave.
Grant, NE 69140

Dear Phillip:

Please accept this letter as notification that I am resigning my position as Maintenance Supervisor with Perkins County Schools effective July 15, 2022.

I would like to say thank you for the opportunity to work for Perkins County Schools for the last year. Due to the current economy and gas prices, I have accepted a position back in Holyoke that will allow me to spend less time on the road and more time with my family. If you should have any questions in the future please feel free to contact me anytime.

Sincerely,



Lance Talich

**PERKINS COUNTY SCHOOLS
ACTIVITY DIRECTOR'S CONTRACT**

It is hereby agreed by and between the Board of Education of the Perkins County School District No. 001, located in Perkins County, in the State of Nebraska (hereinafter called the Board) and Dean Friedel (hereinafter called the Activity Director), that the said Board has and does hereby employ Dean Friedel as Activity commencing the 1st day of August, 2022. Both parties agree that said employee shall perform the duties of the Activity Director in a temporary employment capacity for Perkins County Schools for not more than 10.5 months, consisting of at least 200 days of service, in said District as prescribed by the law of the State of Nebraska and by the rules, policies, and regulations made thereunder by the Board of said District.

1. In consideration of salary and benefits as follows:

Salary	\$ 44,00.00
Professional Dues	\$ 200.00
Travel & Mileage	
Allowance (w/receipts)	As Needed and Permitted by Law

It is understood that this contract is for less than one year of employment, that the parties intend for it to be a contract for temporary employment, and that contributions to the Nebraska Public Employment Retirement System will not be made. This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax and social security. Other deductions may be withheld as agreed to by the parties to this contract.

As a material provision of this contract, it is specifically understood and agreed that this contract is entered into pursuant to Section 79-824 of the Nebraska statutes for limited period of time, and not shall not be subject to the provisions of Sections 79-824 to 79-839 or section s 79-846 to 79-849 regarding its continuation or termination. The parties intend for this contract to end as of the completion of services by the Activity Director during its term; the Activity Director waives any rights to continuation of contract under applicable law; and the Activity Director by signing this Agreement hereby resigns his employment as of the conclusion of its term in consideration for \$1.

The Activity Director understands and agrees that the Board's approval of this contract constitutes its acceptance of the Activity Director's resignation.

2. In consideration of leave as follows:

Sick Leave: Ten contract days of sick leave will be accredited at the beginning of this contract. Maternity and paternity leave will be treated as personal illness. Further leave will be deducted at the ratio the number of days absent bears to 200 days times the salary of the individual Activity Director.

Bereavement Leave: Activity Director shall be allowed up to two days of bereavement leave. Any additional leave shall be deducted from sick leave.

Professional Leave: With the superintendent's approval, the Activity Director shall continue professional development by attending appropriate professional meetings at the local, state, and national levels.

Personal Leave: Three days of personal leave, which have been approved by the superintendent will be granted to the Activity Director.

FIRST: The salary of the Activity Director shall be payable in 12 equal installments. The first installment shall be payable on the 15th day of August, 2022 and the remaining installments shall be payable on the 15th day of each month thereafter.

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

THIRD: This contract may be canceled or amended by a majority of the member of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the administrative certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the applicable provisions of Nebraska Statutes.

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

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

SIXTH: The Activity Director hereby affirms that he/she is not under contract with another School Board of Education within this state covering part or all of the same type

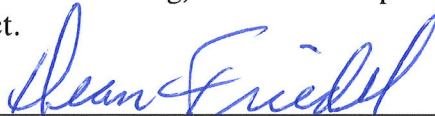
of employment as is contemplated by this agreement. The Activity Director further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate with appropriate administrative endorsements. It is understood and agreed that this contract is not valid until the teaching certificate, as herein listed, is registered in the office of the Superintendent of Schools.

SEVENTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the Board and Activity Director; and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof. The Activity Director shall receive personal benefits accorded to other professional employees of the District and any other such benefits that may be determined by the Board.

EIGHTH: INDEMNIFICATION CLAUSE FOR ADMINISTRATORS CONTRACT.

The District shall include the Activity Director as a named insured in its liability and errors and omissions insurance policies. To the full extent permitted by law, the District shall defend, hold harmless, and indemnify the Activity Director from any and all demands, claims, suits, actions, and legal and/or employee of the District, provided that the incident arose while the Activity Director was acting (or, in good faith, reasonably believed that he was acting) within the scope of his employment as the Activity Director of the District.

Executed


Activity Director Signature

7/14/2022
Date

Executed

District Board President

Date

Attest:

Date

By:

District Board Secretary

TEACHER'S CONTRACT

THIS CONTRACT is made by and between Perkins County School District No. 68-0020, (also known as Perkins County Schools and referred to herein as the "District"), and **Renee Marquardt**, a legally qualified teacher (referred to here as "Teacher").

WITNESSETH: The Board of Education of the District agrees to employ the Teacher above named in the schools of the District for a school year, which shall begin on or about August 12, 2022, and end on May 18, 2023, and shall consist of 184 days of service. The Teacher agrees to accept such employment at a salary of **\$59,368.00**, and under the following conditions. Index: **BA+27 (1.64)** Years of Experience: **42**

FIRST: Teacher's salary shall be payable in 12 equal installments. The first installment shall be payable on the 15th day of September, 2022, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: Teacher agrees to be governed by the policies, regulations of the Board of Education and the directives of the Administration. Teacher's duties are subject to assignment by the Superintendent of Schools. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensate on as may be agreed upon by the District and the Teacher or a duly authorized bargaining agent for the Teacher.

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

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

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

SEVENTH: This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to Withholding Tax and Social Security. Other deductions may be withheld as agreed to by the parties to this contract.

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

NINTH: The wages set forth in this agreement shall be subject to such wage adjustment as may, from time to time, be agreed upon by the Board and the Teacher or a duly authorized bargaining agent for the Teacher.

TENTH: The Teacher's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before July 18, 2022 shall constitute a rejection by the Teacher of this offer of employment.

ELEVENTH: Both parties agree that said employee shall perform the teaching duties in a temporary employment capacity for Perkins County Schools for not more than 10.5 months, consisting of at least 184 days of service, in said District as prescribed by the law of the State of Nebraska and by the rules, policies, and regulations made thereunder by the Board of said District. It is understood that this contract is for less than one year of employment, that the parties intend for it to be a contract for temporary employment, and that contributions to the Nebraska Public Employment Retirement System will not be made. This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax and social security. Other deductions may be withheld as agreed to by the parties to this contract.

As a material provision of this contract, it is specifically understood and agreed that this contract is entered into pursuant to Section 79-824 of the Nebraska statutes for limited period of time, and shall not be subject to the provisions of Sections 79-824 to 79-839 or sections 79-846 to 79-849 regarding its continuation or termination. The parties intend for this contract to end as of the completion of services by the teacher during its term; the Teacher waives any rights to continuation of contract under applicable law; and the Teacher by signing this Agreement hereby resigns her employment as of the conclusion of its term in consideration for \$1.

The Teacher understands and agrees that the Board's approval of this contract constitutes its acceptance of Teacher's resignation.

Executed _____, 2022

Teacher

Executed _____, 2022

By: _____
Board President

Board Secretary

7-12 Handbook Changes
for the 2022-2023 School Year

Lunch Prices - Article 3, Section 20 - New Lunch Prices

Breakfast - \$2.00

Adult Lunch - \$4.20

Lunch - \$3.70

Seconds - \$1.50

Extra Milk - \$.75

Internship - Article 5 - Section 1

Remove the required GPA for Work Study and Internaut II (86% GPA)

Remove - No study hall for students who have Work Study

Remove the requirement for an 86% GPA for Internship

Change - Seniors who qualify can take 1 period of TA and 2 periods of internship or 3 periods of internship. Juniors can take 2 periods of Internship.

Eligibility Policy - Article 5, Section 14 - 9th Hour

1) ELIGIBILITY Policy

Eligibility will be determined on a weekly basis. If a student is determined to be ineligible, they will not be allowed to participate in any public performance or competition on a weekly basis. All students/ parents will be given notice using the "Progress Reports" when the student is failing a class.

Students who are failing two classes in the present semester will be given 14 calendar days to improve their grades. Additionally, they will be required to attend 9th Hour until they are failing one class or less. If one or more grades have not improved to a passing level (70% or higher) at the end of the 14 calendar days, the student will become ineligible on a weekly basis for public performances or competitions (Live Performances, Competitions, Dances, Etc.) and will be required to attend 9th Hour. Furthermore, if you are ineligible, you will not be allowed to go off campus for lunch. Once the student is failing one class or less, they are immediately eligible.

Failing more than 2 classes at one time results in immediate ineligibility. Once the student is failing one class or less, they are immediately eligible.

9th Hour

Expectations:

1. Students may attend the Ninth Hour Study Hall in the High School Library for general help if needed. Disclaimer: Students will be expected to work on homework according to the guidelines listed above. If a student is reported to not be following guidelines, the student will be asked to leave and further action may be taken by the administration.
2. The required time is 3:32 – 4:30 Monday through Thursday starting the 3rd week of the first and third quarter.
3. Students will bring schoolwork to work on and will turn in their phone (No annuals, newspapers, or magazines will be allowed.)
4. Students choosing not to work on schoolwork:
1st infraction - verbal warning
2nd infraction - teacher will keep track of wasted time, and students will make time up with the administration. Make-up time is doubled at a time scheduled by the administration.
5. Students will not talk without permission or disrupt other students.
1st infraction – verbal warning
2nd infraction – 15 minutes of detention at a time scheduled by the administration.
3rd infraction on–time will double (30 minutes, 60 minutes, etc.) at a time scheduled by the administration.
6. No pop or snacks allowed.
7. Students who are failing may (and are encouraged) go to a teacher for help if a pass is obtained before the start of after-school study hall. Students may only go to teachers whose classes they are failing.
8. Students showing up to after-school study hall late or leaving early will make up time with the administration unless prior arrangements have been made. Time missed will be doubled when made up at a time scheduled by the administration.
9. Computer use is only for classroom assignments and at the discretion of the Ninth Hour Study Hall supervisor.

Procedures:

After-school study hall is divided into 4-quarter segments and will not begin until the 3rd week of the first and third quarter. The first time students are assigned to Ninth Hour Study Hall, the time will be used as a study hall.

The second time (through the end of the quarter) students are assigned to Ninth Hour Study Hall, they will be required to complete a homework log. All students assigned to Ninth Hour Study Hall. The homework log will be complete when students enter the Ninth Hour Study Hall. If this is not completed, the students will be assigned an extra 15 minutes of study hall time. This will continue for the rest of the 9 weeks.

At the end of the quarter, the entire process will start again from the beginning.

NOTE: Students who are ineligible will be required to attend Ninth Hour Study Hall on all days. If a bus for an activity is leaving before 4:30 p.m., students will not be able to ride with the team. If a student is eligible, they will be allowed to leave early if a bus is leaving early for an activity.

Title IX - Article , Section 14 - Must have the full policy in the handbook

- Attach the Policy

Perkins County Schools Activities Handbook 2022-23

Superintendent: Phillip Picquet
High School/Junior High Principal: Ben Jones
Activities Director: Dean Friedel

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: Phillip Picquet

Title: Superintendent and Title IX Coordinator

Address: 740 Sherman Ave. Grant, NE 69140

Telephone: 308-352-3748

E-mail: phillip.picquet@perkinscountyschools.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 the school district policy.

Mascot

The official emblem for boys' and girls' athletic teams is the PC emblem and LeRoy mascot. The emblem associated with Perkins County Schools and the mascot cannot be used for non-school-sponsored purposes unless approved by the superintendent.

Section 1

Extracurricular Activity Philosophy:

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

Safety

The District's philosophy is to maintain an activities program, which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Section 2

Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

Scope of the Code of Conduct.

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, Pep Band, vocal, band, speech and drama, One-Act, Spanish Club, Art Club, Student Council, Mock Trial, Science Club, National Honor Society, FFA and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school-sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on and off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled

from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Grounds for Extracurricular Activity Discipline. Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Selling, using, possessing or dispensing alcohol, tobacco, narcotics, drugs, a controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. (Note: Refer to "Drug and Alcohol Violations" for further information).
8. Public indecency.

9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
10. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events;
11. Engaging in any activity forbidden by law, which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
12. Repeated violation of any of the school rules.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for those students riding Perkins County Public School buses or vehicles used for activity purposes.
17. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
18. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
19. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
20. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
21. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.
22. Receipt of a criminal citation by law enforcement for any reason.

23. Conviction of a crime in adult court or the adjudication of a criminal charge in juvenile court.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

Section 3:

Academic Eligibility:

Purpose: To make the students aware that with responsibility comes the price of greatness in the classroom. While activities are extremely important to both the students and the school, the major purpose of the students should be to obtain an academic education. To have an eligibility policy that will attempt to keep the students in school on a long-term basis and not just until the end of the semester. To have a regulation that is reasonable to implement. To have a policy that is fair and attempts to retain the students rather than force them out.

1. ELIGIBILITY

Eligibility will be determined on a weekly basis. If a student is determined to be ineligible, they will not be allowed to participate in any public performance or competition on a weekly basis. All students/ parents will be given notice using the "Progress Reports" when the student is failing a class.

Students who are failing two classes in the present semester will be given 14 calendar days to improve their grades. Additionally, they will be required to attend 9th Hour until they are failing one class or less. If one or more grades have not improved to a passing level (70% or higher) at the end of the 14 calendar days, the student will become ineligible on a weekly basis for public performances or competitions (Live Performances, Competitions, Dances, Etc.) and will be required to attend 9th Hour. Furthermore, if you are ineligible, you will not be allowed to go off campus for lunch. Once the student is failing one class or less, they are immediately eligible.

Failing more than 2 classes at one time results in immediate ineligibility. Once the student is failing one class or less, they are immediately eligible.

Section 4

Attendance:

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy are ineligible to participate in extracurricular activity contests or performances.

2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for a half-day (4 consecutive periods prior to the performance). A student who is not in attendance the half-day is ineligible for the contest, performance, or activity.
4. Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.
5. Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

*Absence due to illness for the day or any part of the last half of the day will result in the students not participating in school sponsored activities that day. Special considerations will be taken into account by the principal and activities director.

*An absence the day before an all day activity the following day will result in the student not participating in the activity. The student must be in attendance the last half of the previous day to be eligible to participate. Special considerations will be taken into account by the principal and activities director. This does not affect weekends. The intent of this guideline is to limit missed class time. Example: Student misses on Friday and has an activity on Saturday. Student may attend the activity.

Section 5

Forms

The forms can be found on our website at <http://www.perkinscountyschools.org> or the information can be acquired at the office. Parental Consent form must be completed before a student is allowed to practice/participate.

1. Students activity form can be found on our website:
2. NSAA physical form can be found on our website:
3. Drug testing consent forms must be completed the first day classes commence in the fall, unless the activity begins prior to the first day of classes

Sections 6

Activity Fee- There will be a \$25.00 activity fee for students in grade 7-12 that participates in any school activity. With this fee the student will receive a school activity pass.

Section 7

Insurance:

Perkins County Schools DOES NOT carry health insurance and accident insurance for individuals. It is recommended that students who expect to participate in athletics/activities, carry health and accident insurance. A program endorsed by the school district and offered through School Assurance will be made available.

Section 8

NSAA Eligibility

Prior to completing the Nebraska School Activities Association online eligibility database, be certain you have checked the following eligibility requirements for each student who may participate in an inter-school contest prior to certifying the individual(s) as being eligible.

ACADEMIC REQUIREMENT

Each student received twenty hours of credit the immediate preceding semester (unless a 9th grader). The student is presently enrolled in classes in your school, which will give him/her twenty semester hours of credit that will partially fulfill your school's graduation requirements. Home school students shall have received, or be granted, twenty credit hours for the immediate preceding semester. The twenty credit hours must be accepted and entered on the records of the student as partial fulfillment of the school's graduation requirements.

Exempt school students in grades 9-12 may participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours of classes at Perkins County Schools, ten of which must be core classes (Math, Science, English Language Arts, or Social Studies) at Perkins County Schools. Exempt school students at the 7th and 8th grade level may participate in extracurricular sports and activities if they are enrolled in at least 10 credit hours of classes at Perkins County Schools.

Section 9

Age Requirement

Student was not nineteen years of age prior to August 1 of current year.

Semester and Season Limitation Requirement

Student has not been a member of a school eight or more semesters since initial enrollment in grade nine. Student has not participated in four or more seasons of the activity in which eligibility is being determined.

Domicile Requirement

School attended the previous year or previous semester.

1. Did he/she attend your high school?
2. Did the student attend high school at another high school within your school district?
3. Was the student's domicile located within another school district and entering a high

school for the first time? Is the permanent domicile of the student's legal parent(s) located in your school district? Does the student live with his/her legal parent(s) as defined by NSAA Bylaw 2.6.2?

4. Is it a single parent family? If yes, which parent has custody? There may be some eligibility issues if the student is living with the non-custodial parent.

5. Does the student live with a guardian? (Guardianship does not meet the definition of a legal parent.)

Section 10

Practice Protocol

Regarding Sunday, Wednesday, Early Morning, Lunch Time and Weather Related Activities/Practices/Meetings
(but not limited to):

Wednesday Night Protocol

- Students need to be out of the building by no later than 6:15 p.m.
- No other activities/practices/meetings should take place after 6:15 p.m.
- Due to special or unforeseen circumstances, coaches/sponsors may ask for a session with students on Wednesday night. This must be approved by the Activities Director and communicated to the building Principal.
- Wednesday night protocol does not apply to summer activities such as open gym, weights, etc. These are not required events to participate in.

Early Morning Practice:

- Early Morning Practice during the school year should not begin before 6:45 AM and should conclude by 7:45 AM (Activity Sponsors/Coaches may have an early morning practice but all practices must be approved by the Activities Director). Some activities may need to start earlier than 6:45 due to unforeseen circumstances. The building principal and/or superintendent must approve requests for practices that would occur before 6:45 AM.

Student Lunch Time:

- There should be no practices for any activity during lunch. At times a coach or sponsor may need to have a meeting to relay information. (Class meetings, informational meetings will be permissible with approval from AD)

Sunday Protocol

- Individual or small group activities/practices/meetings sessions on school grounds with students are strongly discouraged.
- Activities/Practices/Meetings that have been approved in the past to take place on a Sunday and may continue are: Musical Dress Rehearsal Athletic/Activity
- Practices, if they are to compete in a conference or NSAA sponsored event on Monday or Tuesday of that week.
- All Sunday activities/practices/meetings must be approved and scheduled with the AD, if approved the sessions are not to begin until after 4:00 p.m.
- NSAA football playoffs and the new requirements for contact may cause the team to practice on Saturdays and Sunday's during the playoffs. These practices will not begin

until 4:00PM and must be approved by the building Principal and/or Superintendent.

Weather Related Days and Weather Related Early Outs:

- Early out dismissal due to weather, no activities/practices/meetings after the dismissal for that day.
- Cancellation of school due to weather, no activities/practices/meetings for that day.
- Due to special or unforeseen circumstances, coaches/sponsors may ask for a session with students on a weather-related dismissal

Communication

- All Sunday activities/practices/meetings must be approved and scheduled with the AD and approved by the building Principal or Superintendent.
- Due to special or unforeseen circumstances, coaches/sponsors may ask for a session with students on a weather related dismissal.
- Due to special or unforeseen circumstances, coaches/sponsors may ask for a session with students on Wednesday night. Administrator approval is necessary
- Asking for an activities/practices/meetings session does not necessarily guarantee that this request will be granted.

Section 11

Team Travel

Students are encouraged to travel to and from activities on school-sponsored transportation. Permission to travel to an event must be cleared through the Principal or AD. Students departing from an away event must have parent/guardian sign them off of the bus. A parent may send a note with their child to have another parent sign them off. If there is not prior notification, the student will not be allowed to leave with anyone other than the **parent or guardian**.

Section 12

Consent forms, Physicals, & Concussion Protocol

Parental Consent forms

A Parental Consent Form is to be signed by the student and his/her parent(s). Be certain that each form has the parent's or guardian's signature and current address. The purpose of this form is to inform parents and students of the rules, to provide the "giving notice" requirement of due process, and provides a warning as to the potential of injury while participating. It is important that the enclosed Parental Consent Form language be used as it contains wording to accommodate some potential issues regarding roster information and photographs. It is essential that each individual participating in NSAA activities have a Parental Consent form on file at your school. The insurance carrier for the Nebraska

School Activities Association requires the WARNING to accompany the Parental Consent Form. THE PARENTAL CONSENT FORM SHALL BE SIGNED EACH YEAR.

Physicals

Students must have a physical on file before participating in practice for NSAA athletic activities each school year. Physicals can be completed as early as June 1 of the upcoming school year.

Concussion Protocol

In the advent of a concussion, the coach/sponsor must report either case to both the athletic director and building principal.

Perkins County Schools

Alcohol/Drug/Tobacco

Students shall not engage in the unlawful use, possession, selling or dispensing of a controlled substance or an imitation controlled substance, as defined by Nebraska law, a substance represented to be a controlled substance, or alcoholic liquor as defined by Nebraska law and shall not be under the influence of a controlled substance or alcoholic liquor. The possession and/or use of alcohol, drugs, tobacco, or non-medically- prescribed controlled substances (as defined by State Law) is forbidden on the school grounds, in the building or at school functions at home or away activities or in transit.

No student shall be at, or remain at the site of any party, or be in any vehicle, residence or other building where any minor is using or possessing an alcoholic beverage or illegal drug (aka “in the presence of”).

The school has the right to investigate upon reasonable cause. It will considered a violation upon being ticketed for an alcohol or drug related offense, self-reporting, or if the investigation determines a violation occurs. Consequences incur when administration determines a violation occurs.

Note:

- - An activity shall be considered an extra-curricular activity or NSAA sanctioned activity including, but not limited to: volleyball, football, basketball, wrestling, track, golf, dances, speech, academic events, FFA, drama, fine arts, school sponsored social activities. Activities not included shall be graduation with the approval of the administration.
- - Ineligible students lose eligibility to participate in activities, but may practice, attend meetings, and/or attend events with the team at the coach's/sponsor's discretion only if school attendance is not affected.

- - The policy shall be totaled from year to year. A new year begins on the first day of NSAA sanctioned practice in the fall and ends in the spring at the conclusion of NSAA boys state golf.

DISCIPLINARY ACTION

1. **Consequences for Violating PCS Alcohol/Drug/Tobacco Policy and/or Testing Positive under PCS Extracurricular Drug Testing Policy.** Whenever the test results indicate the presence of drugs, the Drug Program Coordinator shall schedule and hold a confidential meeting with the student, parent/guardian, and sponsor/coach. Other members of the school's administration may also attend the meeting. At the meeting, the Drug Program Coordinator shall explain the drug testing procedures and the policy of the district. The consequences shall be as follows (**All offenses are cumulative in grades 9-12**):

Students lose the opportunity to self-report once they are randomly selected for testing.

a. First Offense

- d. The student may be required to attend practice at the determination of coaches/sponsors and administration.
- e. The student will be ineligible to publicly perform in any extracurricular activity for 21 calendar days. The day of the positive test result, self-report, or administrator determination shall be the first day for counting purposes. If a student self-reports within 72 hours, the number of days shall be reduced from 21 to 14. If the end of the activity precedes the end of the 21/14 days, the remaining days will carry over to the next activity so the student completes the required number of days. The student must miss at least one contest, performance, or activity that is scheduled in or nearest the suspension time. The student may/may not letter and/or receive team awards as determined by coaches/sponsors and administrators.
- f. The student shall attend 3 hours of drug and alcohol counseling or educational programming at the student's expense as arranged or approved by the Drug Program Coordinator.
- g. The student must submit to a district-administered test and test negative before returning to the activity. The student will be subject to follow-up drug tests at least one time per month for the next 12 months or end upon graduation.

b. Second Offense

- d. The student may be required to attend practice at the determination of coaches/sponsors and administration.
- e. The student will be ineligible to publicly perform in any extracurricular activity for 42 calendar days. The day of the positive test result, self-report, or administrator determination shall be the first day for counting purposes. If a student self-reports within 72 hours, the number of days shall be reduced from 42 to 28 days. If the end of the activity precedes the end of the 42/28 days, the remaining days will carry over to the next activity so the student completes the required number of days. The student must miss at least one contest, performance, or activity that is scheduled in or nearest the suspension time. The student may/may not letter and/or receive team awards as determined by coaches/sponsors and administrators.
- f. The student shall obtain a drug and alcohol assessment at student's expense from a certified substance abuse counselor or licensed mental health provider who holds a valid license that includes in its scope of practice the ability to administer substance abuse evaluations and/or treatment. The student shall provide written proof of obtaining the assessment to Drug Program Coordinator. The student is strongly encouraged to comply with the assessment recommendations.
- g. The student must submit to a district-administered test and test negative before returning to the activity. The student will be subject to follow-up drug tests at least one time per month for the next 12 months or end upon graduation.

c. Third Offense

The student will be ineligible to participate in any extracurricular activity for the remainder of the school year.

d. Fourth Offense

The student will be ineligible to participate in any extracurricular activity for the remainder of the student's time at the school district.

Completion Suspension

Students reprimanded at the end of a semester will see their suspension carried over to the following activity calendar/semester even if that carry over is in a new school year/activity year.

Procedure Prior to Suspension:

In the event that this policy is violated and a student is to be suspended from an activity, the following process shall be initiated:

1. The student shall be notified by school officials of the alleged rule violation
2. The student will be asked if his/her parents are aware of the violation. If the parents are not aware of the violation; a phone call will be made to the parents.
3. During the meeting, school officials will summarize details related to the incident and then advise the student of the action that will be taken. The student shall have an opportunity to present information or details related to the incident. The student shall also be afforded full opportunity to make any statements or request explanations related to the incident.
4. The building principal or Athletic Director shall issue a decision related to suspension. This decision is final and binding.

BLANKET AUTHORITY

The Perkins County School Board, in adopting this Drug and Alcohol Policy, realizes that the foregoing may not extend to any and all situations where a student of Perkins County Schools may be involved with drugs and alcohol. For this reason, the Perkins County School Board hereby directs and authorizes the principal to take such other and further actions as may be necessary in any given event to discipline any Perkins County School student who may be involved in a violation of the intent and spirit of this policy, notwithstanding such violation may not specifically be set forth herein.

Section 13

Title IX**Title IX Policy and Grievance Procedures**

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), 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), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a), 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

5.1.4.4. **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. Determination Regarding Responsibility

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

5.6.2. 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.

5.6.3. 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:

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6:

5.6.3.2. 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;

5.6.3.3. Findings of fact supporting the determination;

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

5.6.3.5. 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

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

5.6.4. 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.

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

5.7. **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.

5.7.1. **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 5.7.2 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.

5.7.2. 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:

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

5.7.2.2. 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

5.7.2.3. 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.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. 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;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. **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:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. 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;

5.8.1.3. 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

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

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

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

5.9. Recordkeeping.

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

5.9.1.1. 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;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. 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.

5.9.2. 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.

**PERKINS COUNTY PUBLIC SCHOOLS
GRANT, NEBRASKA**

**MANDATORY DRUG TESTING POLICY FOR STUDENTS
INVOLVED IN EXTRA CURRICULAR ACTIVITIES OR THAT HAVE
VOLUNTARILY BEEN PLACED IN THE DRUG TESTING PROGRAM BY THEIR
PARENT/GUARDIAN at Perkins County High School**

Extracurricular Drug Testing Program

The school district supports and values student participation in extracurricular activities, but such participation in school district extracurricular activities is a privilege and not a right. Students in all extracurricular activities in grades 9-12 shall be subject to mandatory and random testing for the presence of alcohol or illegal drugs.

DEFINITIONS

DPA: A national certified Drug Program Administrator, which shall use a certified laboratory in testing of samples. The Board will choose a nationally certified DPA for the purpose of determining through random selection the student(s)/participant(s) to be tested.

DPC: The Drug Program Coordinator shall be the building Principal/Activities Director or his/her designee

MRO: Medical Review Officer

2. Purpose of Random Drug Testing

- 1) To provide for the health and safety of all students;
- 2) To undermine the effects of peer pressure by providing legitimate reason for students to refuse use of illegal drugs and/or alcohol;
- 3) To identify students who use illegal drugs and/or alcohol; and
- 4) To encourage students who use illegal drugs and/or alcohol to participate in appropriate treatment programs.

- 3.** Each student who participates or seeks to participate in extracurricular activities shall be given a copy of this policy. This policy may also be included in the student handbook. An orientation for students and parents will be held at the start of the school year to talk about the policy and procedures.

4. **Activity Programs:** Any activity that meets the guidelines of an extracurricular activity at Perkins County Public Schools, which shall include the following but not limited to:

Basketball	Jazz Band	Student Council
Football	Mock Trial	NHS
Volleyball	Speech	Track
Cross Country	Wrestling	Golf
Marching Band	Quiz Bowl	FFA
One Acts	Science Club	Swing Choir
Pep Band	Cheerleading	Public Performances (Prom, Dances)

5. **Students Who Are Required to Submit to Drug Testing**

- a. **Grades.** All students in grades 9-12 who participate in any extracurricular activity or competition listed above are part of the pool subject to random drug testing.
- b. **Consent.** A student and his or her parent(s)/guardian(s) must sign a consent form before the student shall be eligible to try out for, practice with, or Baparticipate in the extracurricular activity. The consent form is attached to this policy.
- c. **Selection Pool Eligibility.** Students shall remain in the selection pool for an entire calendar year (365 days) from the date the consent form is received by the school district except that students who quit during the season or activity (prior to being selected for testing) or students who are cut from an activity will be removed from the testing pool. A participant may be subject to testing at any time during the said 365 day period. Any student who tests positive during the school year will be tested through the summer months. Summer months are from the first day after the last day of classes in the spring through the last day before the first day of classes in the fall.
- d. **Withdrawal.** Students who have a consent form on file remain eligible for drug tests from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student from Activity form signed by the student and his or her parent(s)/guardian(s). Upon withdrawal, the student shall not be eligible to participate in any activity that is subject to drug testing for 365 days from the date of withdrawal. A student who files a Withdrawal of Student from Activity form after selected for a random drug test but before submitting to the test or after testing positive shall be ineligible to participate in any extracurricular activities for one calendar year from the date the Withdrawal of Student from

Activity form is received by the Drug Program Coordinator.

6. **Drugs.** Students participating in extracurricular activities are prohibited from using, possessing, distributing, manufacturing, or having drugs present in their system. “Drugs” means:

- a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 *et seq.*
- b. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;
- c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in NEB. REV. STAT. § 48-1902(1).

7. **Testing Procedures**

- a. **Student Selection.** All students who participate in extracurricular activities and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing. The DPA will identify students on the master by number.
- b. **Reasonable Suspicion Testing.** In addition to random drug testing, a student is subject to drug testing at any time when the Drug Program Coordinator determines there is individualized reasonable suspicion based upon articulable facts to believe that the student has used a drug. The Drug Program Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.
- c. **Parental Request.** Students who do not participate in extracurricular activities may be added to the random drug screening master list upon parental request. Parent(s)/guardians may also request that their student be subject to non-random drug screening. The school will arrange for the test as soon as practicable. The parent(s)/guardian(s) making a request under this subparagraph must submit a signed consent form and indicate which type of test is being requested. Any cost associated with tests administered as a result of parental request must be paid by the parent(s)/guardian(s) in advance of the test.
- d. **Type of Test.** The school district reserves the right to utilize breath, saliva, hair or urinalysis testing procedures. Urine and oral fluid samples, which screen positive will be confirmed by GC/MS (Gas Chromatography/Mass Spectrometry). Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester).

- e. **Collection Site.** The Drug Program Coordinator will designate the collection site at which student will provide specimens. The collection site may be off the premises of the school district.
- f. **Sample Collection.** Samples will be collected as directed by the Drug Program Administrator on the same day the student is selected for testing, or if the student is absent an alternate will be selected, in sequential order, from an alternate list provided by the Drug Program Administrator. If a urine sample is required, all students providing samples will do so alone in an individual bathroom or stall with the door closed.
- g. **Collection Procedures.** The school board will select a Drug Program Administrator (DPA). The DPA shall randomly select the students subject to drug testing from the master list. The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to insure accurate testing protocols while minimizing intrusion into a student's privacy. The DPA and the school district will provide a copy of the collection procedures upon request.
- h. **Drugs.** Students may be randomly tested for any drugs, including but not limited to alcohol, tobacco, vaping nicotine, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic opiates and PCP, steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.
- i. **Results.** The DPA shall notify the student and the Drug Program Coordinator of any positive test after the initial screening. The school representative shall notify the student's parents. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or a legitimate medical use. Prior to making a final decision, the MRO or his or her assistant shall contact the student and his or parent(s)/guardian(s) to discuss the result either face-to-face or over the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will report results of verified positives to the DPA. The DPA shall then notify the Drug Program Coordinator of the positive test result. The Drug Program Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.

- j. **Request for a Retest.** A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Program Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.
 - k. **Scope of Tests:** The drug screen tests for one or more illegal drugs and/or alcohol. The Drug Program Coordinator shall determine which illegal drugs shall be screened, but in no event shall that determination be made after the selection of students for testing. Student samples will not be screened for the presence of any substances other than an illegal drug or for the existence of any physical condition other than drug use.
 - l. **Non-Punitive Nature of Policy:** No student shall be penalized academically for testing positive for illegal drugs or alcohol. The results of drug tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the district shall not solicit. In the event of service of any such subpoena or legal process, the student and the student's custodial parent or legal guardian will be notified as soon as possible by the district.
8. **Consequences for Testing Positive.** Whenever the test results indicate the presence of drugs, Drug Program Coordinator shall schedule and hold a confidential meeting with the student, parent/guardian, and sponsor/coach. Other members of the school's administration may also attend the meeting. At the meeting, the Drug Program Coordinator shall explain the drug testing procedures and the policy of the district. The consequences shall be as follows (**All offenses are cumulative in grades 9-12**):
- Students lose the opportunity to self-report once they are randomly selected for testing.
- a. **First Offense**
 - d. The student may be required to attend practice at the determination of coaches/sponsors and administration.

- e. The student will be ineligible to publicly perform in any extracurricular activity for 21 calendar days. The day of the positive test result shall be the first day for counting purposes. If the end of the activity precedes the end of the 21 days, the remaining days will carry over to the next activity so the student completes the required number of days. The student must miss at least one contest, performance, or activity that is scheduled in or nearest the suspension time. The student may/may not letter and/or receive team awards as determined by coaches/sponsors and administrators.
- f. The student shall attend 3 hours of drug and alcohol counseling or educational programming at the student's expense as arranged or approved by the Drug Program Coordinator.
- g. The student must submit to a district administered test and test negative before returning to the activity. The student will be subject to follow-up drug tests at least one time per month for the next 12 months or end upon graduation.

b. Second Offense

- d. The student may be required to attend practice at the determination of coaches/sponsors and administration.
- e. The student will be ineligible to publicly perform in any extracurricular activity for 42 calendar days. The day of the positive test result shall be the first day for counting purposes. If the end of the activity precedes the end of the 42 days, the remaining days will carry over to the next activity so the student completes the required number of days. The student must miss at least one contest, performance, or activity that is scheduled in or nearest the suspension time. The student may/may not letter and/or receive team awards as determined by coaches/sponsors and administrators.
- f. The student shall obtain a drug and alcohol assessment at student's expense from a certified substance abuse counselor or licensed mental health provider who holds a valid license that includes in its scope of practice the ability to administer substance abuse evaluations and/or treatment. The student shall provide written proof of obtaining the assessment to Drug Program Coordinator. The student is strongly encouraged to comply with the assessment recommendations.
- g. The student must submit to a district administered test and test negative before returning to the activity. The student will be subject to follow-up drug tests at least one time per month for the next 12 months or end upon graduation.

c. Third Offense

- d. The student will be ineligible to participate in any extracurricular activity for the remainder of the school year.

d. Fourth Offense

The student will be ineligible to participate in any extracurricular activity for the remainder of the student's time at the school district.

9. Refusal to Test

A student who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy, shall be deemed to have submitted a positive test.

10. Tampering

Tampering is the use of any agent or technique, which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the Drug Program Coordinator determines that a student tampered with a drug test, the student shall be deemed to have submitted a positive test. Additionally, the consequence will advance one level in the disciplinary scope and sequence based on the student's current or past violation(s) of the policy. Example, if it were the student's first violation, the consequence would equal a second offense.

The use of any such agent or technique shall be treated as a positive test for drugs prohibited by this Policy and shall be subject to the penalties set forth in Section 9 of this Policy.

11. Maintenance of Records

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Program Coordinator shall maintain records of positive tests in a secure location. This information will not be available to anyone other than appropriate school personnel and parents. This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another

school. The school district will not share drug testing results with any law enforcement agencies.

12. Appeal.

The school district will rely solely upon the opinion of the MRO to determine whether the positive test result was the result of the consumption of a drug. There shall be no appeal of the test result to any school administrator or the board of education.

13. Severability

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress, then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

**PERKINS COUNTY SCHOOLS
CONSENT TO PERFORM RANDOM DRUG TESTING
2022-23**

Student Name _____ Grade _____

As a student and parent:

- < We understand and agree that participation in extracurricular activities is a privilege that may be withdrawn for violations of the Extracurricular Drug Testing Policy.
- < We have read the Extracurricular Drug Testing Policy and understand the responsibilities and consequences as an activity participant if the student violates the policy.
- < We understand that when students participate in any extracurricular activity, they will be subjected to random drug testing, and if they refuse, will not be allowed to practice or participate in any extracurricular activity. We have read this consent statement and agree to its terms.
- < We understand this is binding while a student is enrolled in _____ School District.

CONSENT TO PERFORM DRUG TESTING

We hereby consent to allow the student named on this form to undergo drug testing for the presence of drugs and alcohol in accordance with the Extracurricular Drug Testing Program adopted by the Board of Education. We understand that any samples will be sent only to a qualified laboratory for actual testing. We hereby give our consent to the medical vendor selected by the school board, their Medical Review Office (MRO), laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected medical vendor to perform testing for the detection of drugs and to release the results of those tests as provided in the policy. We understand these results will be forwarded to school district officials and will also be made available to us. We agree to sign any necessary releases if requested to do so.

We understand that consent pursuant to this Consent to Perform Random Drug Testing will be effective for all extracurricular activities in which this student might participate during the current school year.

We hereby release the Perkins County Board of Education and its employees from any legal responsibility or liability for the release of such information and records, pursuant to the policy.

Student Signature _____ Date _____

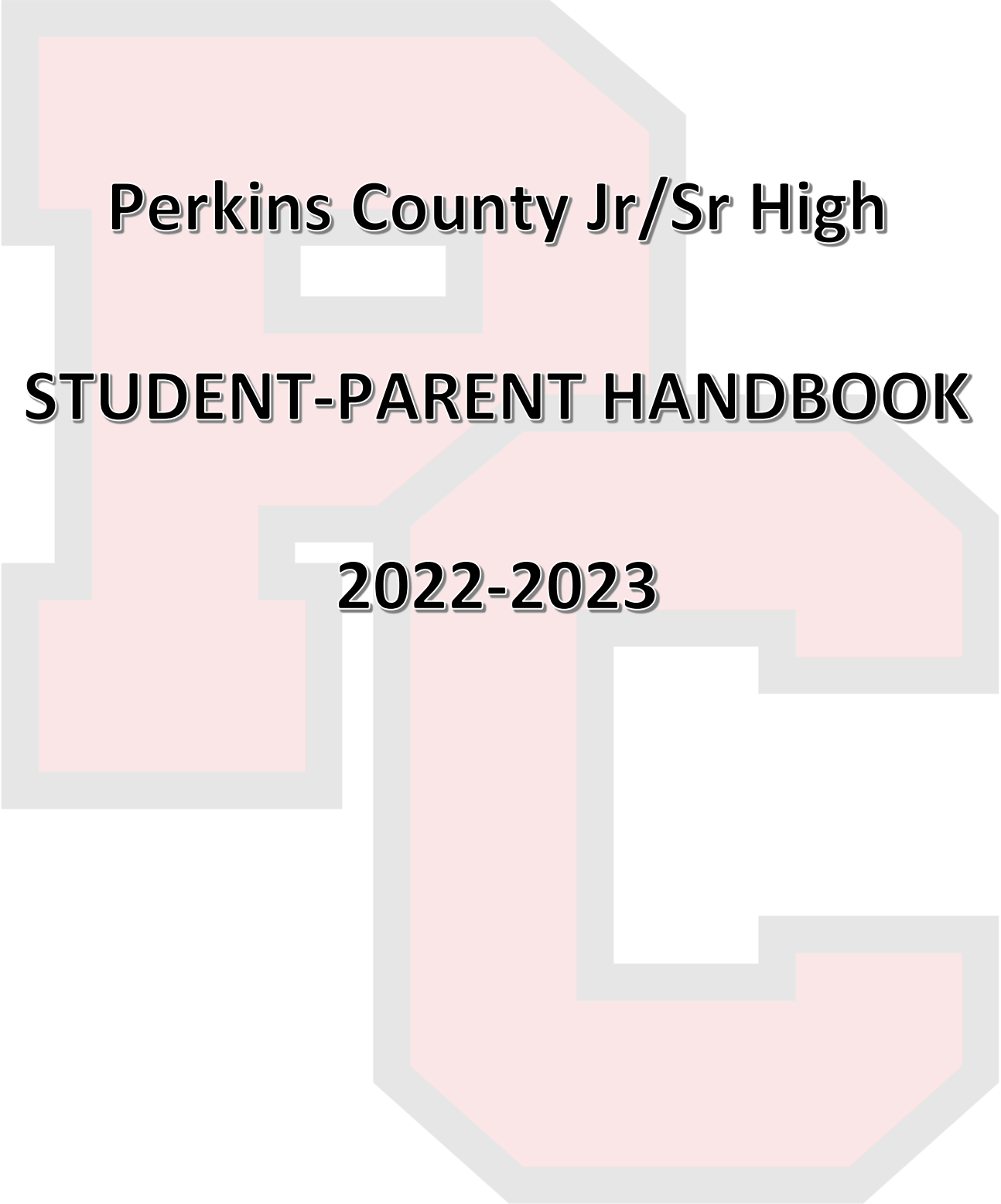
Parent/Guardian Signature _____ Date _____

I have read and understand the student activity handbook for Perkins County High School.

Student Signature Date

Parent Signature Date

Coach/Sponsor Signature Date



Perkins County Jr/Sr High

STUDENT-PARENT HANDBOOK

2022-2023

Dear Students and Parents:

On behalf of the faculty, administration, and board of education, we welcome you to another school year. We are looking forward to helping your children reach their learning potential and achieve their educational goals in the upcoming year. Please read this handbook carefully. Students and their parents are responsible for knowing the rules, regulations, and procedures covered in this handbook. The student handbook is an extension of school policies and has the force and effect of board policy when approved by the board of education. There are several forms at the end of this handbook that you must read, sign, and return no later than 8/18/2022. This handbook contains information of value to every student and parent. It contains explanations of school regulations and procedures necessary for our school to run smoothly and efficiently. If you are ever in doubt about what is the right thing to do, ask a classroom teacher, speak with the building principal, or contact my office.

Sincerely,

Phillip Picquet, Superintendent

Section 1 Intent of Handbook

This handbook is intended to be used by students, parents and staff as a guide to the rules, regulations, and general information about Perkins County Schools. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day, or school year. This handbook does not create a “contract.” 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 and the educational program. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise 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.

Section 2 Members of the Board of Education

Chris Fryzek - President
Holly Cornelius - Vice President
Val Foster - Secretary
Jayson Bishop – Treasurer
Angela Gloy
Amy Kroeker

Section 3 Administrative Staff

Phillip Picquet	Superintendent	PC Jr/Sr High	Phillip.picquet@perkinscountyschools.org
Ben Jones	Secondary Principal	PC Jr/Sr High	Ben.jones@perkinscountyschools.org
Nancy Sorensen	Elementary Principal	PC Elementary	Nancy.sorensen@perkinscountyschools.org
Dean Friedel	Activities Director	PC Jr/Sr High	dean.friedel@perkinscountyschools.org

Section 4 Teaching Staff

Doug Babbitt	Agriculture Education	7-12
Ronda Baumfalk	English	9-12
Deanne Bishop	Science	9-12
Ryan Boldt	Social Science	9-12
Seth Burge	Agriculture Education	7-12
Shawn Cole	Health	9-12
Tanner Collins	PE	7-12
Alecia Einspahr	Guidance	7-12
Emily Glause	Spanish	7-12
Rochelle Hazelton	Music	7-12
Penny Hite	Social Science	7-8
Sophia Jaeger	Business	9-12
Rebecca Jones	Math	7-12
Kriss Krutsinger	Industrial Arts	7-12
Brooke Lee	Math	9-12
Renee Marquardt	Science	7-12
Tyler Mahnken	Music	7-12
Shalee Pollard	School Psychologist	7-12
Shelly Pollard	Special Education	7-12
Nicole Putnam	English	9-12
Renee Seiler	Business/Tech Coordinator	9-12
Whitney Soper	Language Arts	7-8
Tristan Stephenson	Art	7-12
Amanda Wood	Science	7-8

Section 5 Support Staff

Tanya McArtor	PC Jr/Sr	Administrative Professional
Dana Lee	PC Jr/Sr	Administrative Professional
Connor McCormick	PC Jr/Sr	Custodian
Jeff Craig	PC Jr/Sr	Custodian
Kelly Konzak	PC Jr/Sr	Custodian
Tara Tjaden	PC Jr/Sr	Food Service Director
Jennifer Lyon	PC Jr/Sr	Kitchen Staff
Patsy Wykert	PC Jr/Sr	Kitchen Staff
Shelly Williams	PC Jr/Sr	Kitchen Staff
Sara Watkins	PC Jr/Sr	Paraprofessional
Richelle Janssen	PC Jr/Sr	Paraprofessional

Section 6 School Calendar 2022-2023

Aug. 12, 15, 16	Staff Workdays
Aug. 17	Students First Day
Sept. 5	No School – Labor Day
Sept. 6	No School – Teacher In-Service
Oct. 5	No School – Parent-Teacher Conference
Oct. 7	1:30 Dismissal – Staff PD
Oct. 20	1:30 Dismissal – Staff PD
Oct. 21	End of Quarter 1
Oct. 21	No School
Nov. 11	Veterans Day Program
Nov. 11	1:30 Dismissal – Staff PD
Nov. 23	1:30 Dismissal – Staff PD
Nov. 24-25	No School – Thanksgiving
Dec. 2	1:30 Dismissal – Staff PD
Dec. 21	2:30 Dismissal
Dec. 22	End of 2 nd Quarter/ 1 st Semester
Dec. 22	Student Test Makeup Day - Staff In-Service
Dec. 23-27	NSAA Moratorium
Jan. 3	Start of 3 rd Quarter
Jan. 13	1:30 Dismissal – Staff PD
Feb. 3	1:30 Dismissal – Staff PD
Feb. 20	No School – Teacher In-Service
Feb. 21	No School – Teacher In-Service
Mar. 3	1:30 Dismissal – Staff PD
Mar. 8	1:30 Dismissal
Mar. 8	End of Quarter 3
Mar. 9-10	No School – Spring Break
Mar. 31	No School 7-12 – E Lee Todd Track Meet
April 6	1:30 Dismissal
April 7	No School – Easter Break
April 10	No School – Teacher In-Service
April 21	1:30 Dismissal – Staff PD
May 10	Last Day for Seniors
May 13	Graduation @ 1:00PM
May 16	1:30 Dismissal - Last Day for Students
May 17	End of 4 th Quarter
May 17	Last Day for Teachers

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Article 1 – Mission and Goals

Section 1 School Mission Statement

Welcome to Perkins County Schools. The Board of Education, administration and staff are committed to providing an environment where every child can grow and learn in a positive environment.

- 1) To develop capable, responsible, lifelong learners who demonstrate those skills necessary for academic and occupational success in a global society.

Section 2 Goals and Objectives

The goals and objectives of the Perkins County Schools are to provide:

- 1) A curriculum that is based on state standards; comprehensive, coordinated, and sequential and is directed toward locally approved goals and standards for student learning. It draws upon research, best practice, and reputable theory and provides the foundation for standards-based instruction. The instructional program focuses on achievement and provides for the diverse learning needs of all students including learners with disabilities and high ability learners. Curriculum and instruction help students develop content and skill mastery, analytical thinking, problem solving, work ethics, creativity, and respect for diversity.
- 2) An instructional program that focuses on achievement and provides for the needs of all students including learners with disabilities and high ability learners. It draws upon research, best practice, and reputable theory broad enough yet with sufficient depth to allow education for all of the students.
- 3) Assessment procedures and results that assist teachers in planning and providing appropriate instruction for all students. Assessment results also provide information for monitoring program success, and for reporting to parents, policy makers, and the community. The school periodically reviews procedures to improve assessment quality and increase student learning. The information assists schools in establishing and achieving improvement goals.
- 4) A library/media/technology program that provides a wide range of accessible print and electronic resources that expand opportunity for learning, contribute to information literacy, support the local curriculum, and enhance and enrich learning experiences for all students. The program provides materials through onsite and electronic access that complement, supplement, and enrich curriculum and instruction. It facilitates research, supports and encourages personal interest in reading and the study of current events, and develops technological and other skills for accessing, evaluating, and using resources.
- 5) Instructional staff who have appropriate training and preparation to work with the students assigned to them, who are knowledgeable of principles of child growth and development and of the curriculum content for which they are responsible, who use teaching strategies that engage students actively in learning, and who help students understand and apply content across subject areas. Staff development activities that support the school's efforts in curriculum development, instructional improvement, assessment, and general school improvement to achieve school improvement goals.
- 6) Administration that exercises leadership in the development and implementation of school goals and policies. Administrators who demonstrate leadership in management and operation of the school system and in the improvement of curriculum and instruction. Building administrators who provide leadership to curriculum, instruction, assessment, and school improvement. They guide staff and students in achieving goals and fulfill other functions supportive of quality learning.
- 7) A systematic ongoing process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process focuses on improving student learning. The process includes a periodic review by visiting educators who provide consultation to the school/community in continued accomplishment of plans and goals.
- 8) A school system that demonstrates accountability to the school community. School staff periodically assesses and reports student progress toward accomplishment of academic content standards. Results are used to plan and make needed changes to improve instruction for all students.

- 9) School facilities and a general environment that supports quality learning. Facilities and grounds are safe, orderly, and well maintained, and facilities that have adequate space, lighting, and furnishings. The system has plans or provisions for climate-controlled buildings to the extent feasible. The environment is emotionally safe and supportive and promotes respect, trust, and integrity.
- 10) A Board of Education that governs through orderly procedures which focus efforts of the school upon quality learning, result in equitable opportunities for learning for all students, and insure accountability to the local community.
- 11) An activities program that is scheduled outside the regular school day, focuses on active participation of all students involved in the activity, and promotes a positive image of the school and community.
- 12) A welcoming environment for parents and the community.

Section 3 Mutual Respect

The Perkins County Schools expects every staff member and student to be treated with respect and dignity. A show of disrespect toward a staff member or insubordination on the part of students will not be tolerated.

Section 4 Complaint Procedures

The proper procedure for a parent or student to make complaints or raise concerns is to begin with the school employee who is most immediately or directly involved in the matter, as illustrated in the complaint procedure set forth below. There are specific procedures to address certain complaints or concerns, such as discrimination or harassment, bullying, disciplinary actions. Those procedures should be used where applicable.

1) Complaint procedure

Step 1. Schedule a conference with the staff person most immediately or directly involved in the matter.

Step 2. Address the concern to the Principal if the matter is not resolved at Step 1.

Step 3. Address the concern to the Superintendent if the matter is not resolved at Step 2.

Step 4. Address the concern to the Board of Education if the matter is not resolved at Step 3.

2) Conditions Applicable to All Levels of Complaint Procedure

All information to be considered at each step should be placed in writing in order to be most effective. Action or decisions will be expedited as quickly as possible, typically within ten (10) calendar days, depending on the nature of the complaint and the need for prompt resolution.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School

District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.

3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the staff member involved. (I) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate
4. If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - a) Strongly encourage the complainant to reduce his or her concerns to writing.
 - b) Interview the complainant to determine:
 - I) All relevant details of the complaint.
 - II) All witnesses and documents which the complainant believes support the complaint;
 - III) The action or solution which the complainant seeks.
 - c) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.
5. A complainant who If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint, he or she may appeal the decision to the superintendent.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
 - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
6. A complainant who If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint, he or she may appeal the decision to the board.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
 - c) This policy allows but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.
7. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the superintendent.
 - I) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - II. If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.

- b) Strongly encourage the complainant to reduce his or her concerns to writing.
- c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
- d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities.

Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Complaints filed (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Title IX Form Letter

[Date]

[Individual's Name and Address]

Re: Notice of Title IX Policy

Dear [individual student/employee]:

The Perkins County School Board of Education has adopted policy 3057 regarding Title IX, the prohibition against discrimination on the basis of sex, and grievance procedures for complaints. This policy may be found in our handbooks. Pursuant to this policy, the district does not discriminate on the basis of sex in any education programs, which extends to admission and employment. 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.

The Title IX Coordinator is Dean Friedel, who may be contacted in person, by mail, by telephone, or by electronic mail at 740 Sherman Ave, Grant, NE 69140, 308-352-4735, and dean.friedel@perkinscountyschools.org. The assistant Secretary for Civil Rights of the United States Department of Education may be contacted at: U.S. Department of Education, Office for Civil Rights, Washington, D.C. 20202-1100.

Sincerely,
[Signature Block]

Article 2 – School Day

Section 1 Bell Schedules

Regular Schedule

Period 1	8:00 a.m. – 8:51 a.m.
Period 2	8:53 a.m. – 9:44 a.m.
Period 3	9:46 a.m. – 10:37 a.m.
Period 4	10:39 a.m. – 11:30 a.m.
Lunch A	11:30 a.m. – 12:02 p.m.
Period 5A	11:32 a.m. – 12:23 p.m.
Lunch B	12:23 p.m. – 12:55 p.m.
Period 5B	12:02p.m. – 12:52 p.m.
Period 6	12:55 p.m. – 1:46 p.m.
Period 7	1:48 p.m. – 2:39 p.m.
Period 8	2:41 p.m. – 3:32 p.m.

1:30 Schedule

Period 1	8:00 a.m. – 8:36 a.m.
Period 2	8:38 a.m. – 9:14 a.m.
Period 3	9:16 a.m. – 9:52 a.m.
Period 4	9:54 a.m. – 10:30 a.m.
Period 6	10:32 p.m. – 11:08 a.m.
Lunch A	11:08 a.m. – 11:40 p.m.
Period 5A	11:10 a.m. –11:46 a.m.
Lunch B	11:46 a.m. – 12:16 p.m.
Period 5B	11:42 p.m. – 12:16 p.m.
Period 7	12:18 p.m. – 12:54 p.m.
Period 8	12:56 p.m. – 1:32 p.m.

Friday Schedule

Period 1	8:00 a.m. – 8:43 a.m.
Period 2	8:45 a.m. – 9:28 a.m.
Period 3	9:30 a.m. – 10:13 a.m.
Period 4	10:15 a.m. – 10:58 a.m.
Period 6	11:00 p.m. – 11:43 a.m.
Lunch A	11:43 a.m. – 12:17 p.m.
Period 5A	11:45 p.m. –12:28 p.m.
Lunch B	12:28 p.m. – 1:00 p.m.
Period 5B	12:17 p.m. – 1:00 p.m.
Period 7	1:02 p.m. – 1:45 p.m.
Period 8	1:48 p.m. – 2:30 p.m.

10:00 Late Start Schedule

Period 1	10:00 a.m. – 10:36 a.m.
Period 2	10:38 a.m. – 11:14 a.m.
Period 3	11:16 a.m. – 11:52 a.m.
Lunch A (7 th & 8 th)	11:54 a.m. – 12:30 p.m.
Period 4 A	11:54 a.m. – 12:30 p.m.
Lunch B (9 th & 12 th)	12:30 p.m. –1:02 p.m.
Period 4 B	12:30 p.m. – 1:02 p.m.
Period 5	1:02 p.m. – 1:38 p.m.
Period 6	1:40 p.m. – 2:16 p.m.
Period 7	2:18 p.m. – 2:54 p.m.
Period 8	2:56 p.m. – 3:32 p.m.

Section 2 Severe Weather and School Cancellations

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

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

Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given to parents using the district's instant notification and/or direct contact. When possible, local radio and television stations will also be notified and asked to broadcast school dismissal information. This information may also be posted on the district's website. **Perkins County Schools current notification system will also be used.**

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given to parents. If school is closed during the day the notice will be broadcast by the media. **Parents should have a plan in place to accommodate these circumstances.**

Parental Decisions. **Parents may decide to keep their children at home in inclement weather because of personal circumstances.** Students absent because of severe weather when school is in session will be marked absent. The absence will be treated like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

What Not to Do. Parents should not attempt to come to school during a tornado warning. **School officials are not permitted to release students from the school building during a tornado warning.** Tornado safety procedures are practiced regularly by students and staff members. Also, parents are urged not to call radio and television stations and school buildings during severe weather.

Emergency Conditions. The school has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. Regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response.

Section 3 Open-Closed Campus

All students are required to remain on campus during the school day, except sophomores, juniors and seniors are allowed to leave campus during lunch. Students who are in a Internship Program may also leave the building by following the necessary process to be excused from the building.

The student must have parent/guardian permission, by phone call or written note as specified to the office, to allow the student to leave the building before the end of the school day.

BEFORE LEAVING THE BUILDING, THE STUDENT MUST SIGN OUT ON THE FORM PROVIDED IN THE PRINCIPAL'S OFFICE OR THE MAIN OFFICE. THE STUDENT MUST INFORM THE OFFICE STAFF OF WHERE THEY ARE GOING AND CONFIRMATION OF PARENTAL CONTACT MUST BE CONFIRMED BEFORE STUDENT LEAVES THE BUILDING.

Not following building check out procedures will be considered truancy and the student will make up the time missed before or after school.

Section 4 Supervision Responsibility Before/After School

Arrival at School/Dismissal from School

Students are expected to arrive at school no more than 20 minutes prior to the first class or school program in which they are participating. **Prior to that time, the school is not responsible for supervision of the students.** Students will be admitted to the school building 20 minutes prior to the first class. Students may not be permitted to enter earlier unless the Principal determines it to be necessary due to inclement weather or other factors. Students are to enter through their assigned entrance and proceed to designated areas.

Students will be dismissed at the end of the last period of the school day unless there are other circumstances (early dismissal, detention etc.). Upon dismissal, students must leave the school grounds and proceed home or to a previously designated location unless participating in a school-sponsored activity. **The school is not responsible for supervision of students once the students are to have left school grounds.**

Certain days on the calendar are "shortened days," meaning that the school day starts or ends other than on the normal schedule. Parents are strongly encouraged to be aware of those days, so their children are not left in an unsupervised situation or without a means to get home upon dismissal.

Signing a Child in and Out of School

Parents are not to go directly to the classrooms. The schools will only release children to adults designated by the parent on the emergency card.

If there is a special circumstance, such as a court order limiting access to a student by a parent or guardian, affecting who a student can be released to, the parent must inform the Principal and provide the Principal with a copy of that order to maintain on file at the school.

Students leaving the building and arriving late must sign-out and/or sign-in on the sheets provided in the main office. Time left, destination, and reason must be recorded. Late arrivals need the time arrived and reason for the late arrival.

Emergency Closing Procedures

Parents are requested to provide an emergency contact telephone number to have on file in the event of an emergency closing or any other general or individual situation that requires the immediate presence of a parent/guardian. In the event that parents do not have such a number or cannot be contacted, it will be assumed that the parent has instructed their children concerning the procedure they are to follow should school be dismissed early. Realizing that the school might be unable to reach all parents, it is suggested that all children be advised as to what they are to do should they ever be dismissed early. It is recommended that parents give their children an alternate destination and that the building principal be made aware of this information.

If conditions allow and supervision is available in the event of an early dismissal, the child will be held in school until the normal dismissal time. If the parent or guardian has not arrived to pick up the child by the normal dismissal time, law enforcement or child protective services may be contacted to ensure the safety of the child.

Article 3 - Use of Building and Grounds

Section 1 Visitors

All visitors must report to the office, upon entering the main entrance, to sign in and receive a visitor's pass. Visits to classrooms during the first week of school and the last week of school may be limited to ensure a smooth transition. Visits by parents to classrooms are encouraged; provided that the visits do not disrupt the educational program, individual students, or create a safety concern.

- 1) Visitors may only be students registered in another Jr/Sr high school.
- 2) Visitors may only visit one (1) day.
- 3) Visitors must stay with the host student the entire day.
- 4) Visitors must stop in the central office to pick up a pass before going to a classroom.
- 5) No visitors will be allowed into a classroom unless they have a visitor pass to show the teacher.

Section 2 Smoke-Free Environment

All of our school buildings and grounds are smoke and tobacco-free. We would appreciate your help in meeting the goal of a smoke and tobacco-free environment for our children. When you attend school events, including athletic events, please abide by our District's policy.

Section 3 Care of School Property

- 1) Students are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school.
- 2) Students who disfigure property, break windows or do other damage to school property or equipment will be required to pay for the damage done or replace the item.

Fines are determined on books according to the following criteria:

Lost Book:	Replacement cost
Missing one or both covers:	Same as lost book
Loose Cover:	\$1.00
Missing Page:	50 cents per page (up to replacement cost)
Torn Page:	20 cents per page (up to replacement cost)
Marks that cannot be erased:	20 cents per mark (up to replacement cost)

School-issued items that are stolen or damaged from unlocked lockers are the responsibility of the student to whom they were issued. Students must pay all fines before they can receive school publications and final grades.

Section 4 Lockers

Each student will be assigned a locker. Students must use their own lockers and are not to share lockers with other students except as assigned by school officials.

Students must keep locker doors closed and locked when not retrieving items from their locker. Each student is responsible for damage done to his/her locker. Damage to lockers must be repaid and a reasonable fine will be assessed for such damage. Protect yourself and your property-- lock your locker and keep the combination to yourself. Lockers are assigned to students at the beginning of each year.

Students are responsible for the care and condition of their assigned lockers. Lockers are the property of PCS Schools and are therefore subject to inspection by authorized school personnel at any time.

Section 5 Searches of Lockers and Other Types of Searches

Student lockers, desks, computer equipment, and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials.

Periodic, random searches of lockers, desks, computers and other such property may be conducted in the discretion of the administration. The school does randomly use drug/sniffer dogs in accordance with Board Policy.

The following rules apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

- 1) School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or a school rule violation. The search is to be conducted in a reasonable manner under the circumstances.
- 2) Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon will be confiscated and delivered to law enforcement officials as soon as practicable.
- 3) Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

Lockers are the property of the PCS school district and are made available to students for storage of books, coats, and other school related items. Student lockers, desks and other such properties are owned by the school. The school exercises exclusive control over school property, and students should not expect privacy regarding items placed in school property, because school property is subject to search at any time by school officials. Students are responsible for whatever is contained in desks and lockers issued to them by the school. Designated officials may, according to law and board policy, have access to and search student lockers, desks, and other such school-owned property when reasonable cause would justify such action. Lockers are not to be used to store any item considered illegal or inappropriate for student possession. Such items might include open cans or bottles of pop, tobacco, alcohol, weapons, pornography, stolen property, drugs, inhalants, contraband, or any other property or material that would materially disrupt the school process. Students are not to share or trade lockers. Students must keep lockers clean, orderly and free of writing and graffiti.

Section 6 Video Surveillance and Photographs

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Unless otherwise authorized by board policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school

employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district's appropriate use and student discipline policies. For example, students are not prohibited from making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

An exception will be made to this policy if photographs or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

Section 7 Use of Telephone

USE OF THE OFFICE PHONE WILL ONLY BE ALLOWED IN AN EMERGENCY OR WHEN A STUDENT IS ILL

Section 8 Bicycles

Bicycles must be parked in the racks provided. The school is not responsible for damage or theft of parts while bicycles are on school property.

Section 9 Student Valuables

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school.

Section 10 Lost and Found

Students who find lost articles are asked to take them to the office, where the articles can be claimed by the owner. If articles are lost at school, report that loss to office personnel. Articles of clothing not claimed by the end of the school year may be donated to local charities.

Section 11 Accidents

Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal and or the Activities Director. Accident forms can be found in the main office.

Section 12 Laboratory Safety Glasses

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

Section 13 Insurance

Under Nebraska law the District may not use school funds to provide general student accident or athletic insurance. The District requires that all student participants in athletic programs have injury and accident insurance and encourages all students who are in classes with risk of personal injury or accident to have insurance coverage. The District does not make recommendations nor handle the premiums or claims for any

insurance company, agent or carrier. Information about student insurance providers will be available in the school office or on school bulletin boards.

Section 14 Bulletins and Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. Place posters on marble, glass, metal, brick and wood. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

Section 15 Games

Electronic games, internet games, card games such as poker are not considered a benefit to the educational process and are not acceptable during class time.

Section 16 Detention Period Regulations

Detention periods will be assigned for those students who exhibit undesirable patterns of attendance, conduct, promptness, as well as other disciplinary problems.

The offenses which may result in the student being assigned to a detention period are but not limited to:

- 1) Tardiness - A detention period of 45 minutes will be assigned for every three (3) unexcused tardies.
- 2) Leaving school without following proper procedure.
- 3) Truancy. As a standard practice, detention periods will be assigned so that the total number of minutes of detention will equal the total number of minutes of truancy.
- 4) Other misconduct. Violations of accepted conduct in the hallways, over the noon hour, improper use of school equipment, etc., will receive detention periods.

The detention period may begin at 3:32 PM and may end at 4:30 PM each day when school is in session unless otherwise notified. 7:00-8:00 a.m. is an option as well.

Saturday School is an additional form of detention. Students who have violations of the following but not limited to excessive absences, tardies, failure to report for detentions, repeated violations, may be assigned to Saturday School.

- 1) Students who fail to comply with the detention period assigned them, will forfeit opportunities to be involved in extracurricular activities until the time is served.

FAILURE OF A STUDENT TO REPORT TO DETENTION ROOM WHEN ASSIGNED WILL RESULT IN THE NUMBER OF DETENTION PERIODS BEING DOUBLED.

A SECOND OFFENSE: THE STUDENT (S) WILL SERVE AN IN-SCHOOL SUSPENSION FOR ONE (1) DAY. SUBSEQUENT OFFENSES MAY LEAD TO OUT-OF-SCHOOL SUSPENSION (S) OR EXPULSION.

Section 17 Copyright and Fair Use Policy

The school district complies with federal copyright laws. Students must comply with copyright laws when using school equipment or working on school projects and assignments. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching

(including multiple copies for classroom use), scholarship, or research. Students who are unsure whether their proposed reproduction of copyrighted material constitutes “fair use” should consult with their teacher or building principal, review the school district’s copyright compliance policy, and review *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress

Section 18 School Dances

A school sponsored dance is a school activity subject to all provisions of the Student Activity Code and is a privilege available to students meeting all requirements for participation. Dances must be scheduled with the building principal at least 4 weeks in advance. The Superintendent may discontinue school dances for the remainder of any school year upon the recommendation of the building Principal.

Only PCHS students, faculty members/spouses, sponsors and Board members/spouses are allowed to attend school dances unless otherwise specified. High school dances at PCHS allow out-of-school dates; **those attending must currently be enrolled in high school or have attended high school and completed high school being only one year removed from graduation. Special circumstances may be taken into consideration.** Out of town dates will be required to fill out a form specified by the school. Students currently enrolled in middle school grades are not eligible to attend PCHS dances. Students are reminded that student conduct at all dances shall be in accordance with all student conduct policies and regulations. Students are reminded that not only the privilege of attending the dance may be suspended, but also students may be suspended from regular school for conduct in violation of these policies and regulations.

Inappropriate dancing, dress and behavior will see the student removed from the activity. Once a student leaves the facility, they are not allowed to return the dance.

JUNIOR/SENIOR PROM

Juniors, Seniors, their dates and specified guests may be admitted to the BANQUET and PROM. Everyone wanting to be admitted to the Junior/Senior Banquet/Prom shall be given a breath test and the test shall indicate negative for the presence of alcohol. Juniors or Seniors who invite outside dates to the Banquet shall be responsible to pay for the meal prior to the Banquet. Names of dates outside PCHS must be furnished to the office of the Principal one week before the date of the Prom. Guests to the Banquet and Prom may include the faculty, staff, Board of Education members and spouses of each. The Prom will be terminated by midnight. Anyone leaving the building before the dance is over will not be readmitted. Out of town dates will be required to fill out a form specified by the school.

HOMECOMING

Students of PCS High School may invite outside dates to Homecoming and Sweetheart Dance. Names of dates outside PCHS must be furnished to the office of the Principal one week before the date of the dance. The Homecoming Dance will be terminated by 11:00 but, when the dance is scheduled after a game, then the Administration may extend the dance up to one hour. Anyone leaving the building before the dance is over will not be readmitted. Out of town dates will be required to fill out a form specified by the school.

JUNIOR HIGH DANCES

Dances will last no longer than 2 hours and will end by 10:00 p.m. No outside dates are allowed.

General Rules of Student Conduct at Dances. In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

- 1) Who Can Attend: Only students of Perkins County Schools and their guests may attend
 - a) Students currently attending Perkins County Schools or another Nebraska high school who have not been restricted from attending extracurricular activities at Perkins County Schools or their own school are generally considered appropriate dates or invited guests (high school only).
 - b) High school dances at PCHS allow out-of-school dates; **those attending must currently be attending a high school or have attended high school and completed high school and only one year removed from graduation from high school.** Special circumstances may be taken into consideration.
 - c) Some school dances may be restricted to students attending specified grades levels at Perkins County JR/SR High. For any dances at the middle school level, only students attending Perkins County JR High in the grade(s) for which the dance is being held may attend (no outside dates).
 - d) Students who have been suspended from school or from extracurricular activities may not attend.
 - e) The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
 - f. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave. Students are reminded that student conduct at all dances shall be in accordance with all student conduct policies and regulations.
- 2) Prohibited Substances: The following, but not limited to are prohibited; Alcoholic beverages, illegal drugs, and tobacco. Anyone using prohibited substances or showing the effects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted. Law enforcement may be contacted. If the student(s) is impaired, we will do what we can to prevent them from leaving the dance until parents or law enforcement arrive.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.

- 3) Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

Section 19 Student Fees Policy

The Board of Education of Perkins County Schools has adopted this student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to

encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "1," which provides further specifics of student fees and materials required of students for the current school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

1) Guidelines for non-specialized attire required for specified courses and activities.

Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

2) Personal or consumable items & miscellaneous

a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

b) Courses

I) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

The school district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will either furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

II) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible

for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

- III) Materials Required for Course Projects. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project
- IV) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.
- V) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities and may be subject to payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

- 3) Extracurricular Activities—Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire bitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.
- 4) Extracurricular Activities—Fees for participation. Any fees for participation in extra-curricular activities for the current school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.
- 5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.
- 6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.
- 7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for

the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one (1) copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

- 8) Participation in before-and-after-school or prekindergarten services. Students are responsible for fees required for participation in before-and-after-school or prekindergarten services offered by the District, except to the extent such services are required to be provided without cost.
- 9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.
- 10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.
- 11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced-price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.
- 12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one (1) student resides, at no cost.
- 13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

Section 20 CAFETERIA

PCJSHS maintains a cafeteria as a service to the students. Students need to pre-pay for lunches in the main office. Students are assigned a number and are encouraged not to share that number with other students. When a balance falls below zero, students will not be served. We reserve the right to deny any students the privilege of eating in our cafeteria. **Breakfast price is \$2.00, lunch price is \$3.70, Seconds \$1.50, Extra Milk \$.75**

Article 4 – Attendance

Section 1 Attendance Policy

Regular and punctual student attendance is required. The Board's policies require such attendance. The administration is responsible for developing further attendance rules and regulations and staff is responsible for assisting in the enforcement of the rules and regulations. Students and parents are responsible for developing behaviors which will result in regular and punctual student attendance.

Section 2 Attendance and Absences

Excused and Unexcused Absences. An absence from school will be reported as: (a) an excused absence or (b) an unexcused absence.

- 1) Excused Absences. Absences should be cleared through the Principal's office in advance whenever possible. An absence or tardy, even by parental approval, may not be excused. All absences, except for illness and/or death in the family, require advance approval. An absence for any of the following reasons will be excused, provided the required procedures have been followed:
 - a) Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents).
 - b) illness which causes a student to be absent from school.
 - c) Doctor or dental appointment which require student to be absent from school.
 - d) Court appearances that are required by a court order and the student is not responsible for needing to be in court.
 - e) School sponsored activities which require students to be absent from school.
 - f) Family trips in which student accompanies parent(s)/legal guardian(s).
 - g) Other absences which have received prior approval from the Principal.

The Principal has the discretion to deny approval for the latter two (2) reasons, depending on circumstances such as the student's absence record, the student's academic status, the tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

- 2) Unexcused Absences: An absence which is not excused is unexcused. If a student's absence is unexcused the student may receive zeros for any class work missed during the absence and may be required to make-up work and the time missed.
- 3) Students are allowed up to 10 absences per semester.
- 4) Absences outside the 10 are Activities, Dr. appointments with a note from the doctor, court dates, military obligations and bereavement.
- 5) Absences that fall within the 10 days are but not limited to: excused absences, unexcused absences, family requests, driver's license, college visits, blood mobile, Tharp's Sale, personal.
- 6) Attendance notifications will be sent periodically during the school year.
- 7) Students will need to have parents call or send a note by the following school day of having been absent in order for the absence to be considered excused. This may come into play if the student must go before the Attendance Committee.
 - a) Excused absences: Students who are absent shall have 2 school days to make up work missed for each day missed with a maximum of 10 days allowed to make up work.

Example: A student misses 3 school days, when they return to school, they will have 6 school days to complete their class work.
 - b) Unexcused absences: The student will receive a failing mark in each class period missed.
 - c) Students must attend a minimum of 75% of the school days in a semester to earn credit.

- d) Students who exceed the attendance policy will not be permitted to be involved in extracurricular activities, organizations or attend social functions such as dances etc. Once time is made up, the student will become eligible.

*Absence due to illness for the day or any part of the last half of the day (periods 5-8) will result in the students not participating in school sponsored activities that day. Special considerations will be taken into account by the principal and activities director.

*An absence the day before an all-day activity the following day will result in the student not participating in the activity. The student must be in attendance the last half of the previous day to be eligible to participate. Special considerations will be taken into account by the principal and activities director. This does not affect weekends. The intent of this guideline is to limit missed class time. Example: Student misses on Friday and has an activity on Saturday. Student may attend the activity.

Tardy to School. Students are tardy when they are not in their assigned area by the time the tardy bell rings. A student will have earned detention time on the accumulation of 3 or more unexcused tardies in a semester. The principal will conference with the student and notify the parents and detention time may be assigned. Oversleeping repeated or excessive car trouble, excessive morning appointments or chores, and missing a ride are a few examples of unacceptable reasons for tardies. The principal may excuse some of these tardies, as each will be handled on a case-by-case incident. Tardies will be determined to be excused or unexcused, however, it is the student's responsibility to provide a note or phone call to the office by the end of the next school day in order to excuse the tardy. Each unexcused tardy has a consequence of 15 minutes make up time. A tardy becomes an absence after 15 minutes.

Tardy to Class. Students have a sufficient time period between classes to make it to their next assigned class on time. Students will be considered tardy to class if they are not in their assigned classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Specific tardy guidelines once students are in the classroom doorway are at the discretion of the classroom teacher.

Leaving School or Class. Students who leave school for any reason during the school day must check out at the office before leaving. Students leaving the building must obtain permission from the Principal, Head Teacher or the Attendance Secretary to leave the building. Students leaving school must be cleared in advance by a note or phone call from the student's parent or legal guardian. Upon returning to school that same day, students are expected to sign in at the office. A sheet will be available on the office counter for this purpose.

Students who leave school without permission and without signing out in the proper manner, or who leave their assigned classroom without teacher permission, will be considered truant.

BEFORE LEAVING THE BUILDING, THE STUDENT MUST SIGN OUT ON THE FORM PROVIDED IN THE PRINCIPAL'S OFFICE OR THE MAIN OFFICE. THE STUDENT MUST INFORM THE OFFICE STAFF OF WHERE THEY ARE GOING AND CONFIRMATION OF PARENTAL CONTACT MUST BE CONFIRMED BEFORE STUDENT LEAVES THE BUILDING.

Not following building check out procedures will be considered truancy and the student will make up the time missed before or after school.

Section 3 Absence Procedures

Students are responsible to communicate with teachers when they have been absent. It is the student's responsibility to self-advocate and determine what work needs to be done and when it is due.

Section 4 Make-up Work

Written make-up work may be assigned for each day missed regardless of the type of absence. If make-up work is not completed, students will receive no credit for the work required.

The student has the responsibility to contact teachers, initially, regarding make-up assignments. For excused absences, two school days will be allowed to make up the work for each day missed with a maximum of ten (10) days allowed to complete make up work. An example would be if a student missed 3 school days, when they return to school, they will have 6 school days to complete their classwork. If requested, assignment sheets will be prepared for students who are ill. If parents or students request assignment sheets the school should be contacted by no later than 10:00 a.m.

For unexcused absences, the student may receive a failing mark for or in each class period missed.

Section 5 Attendance is Required to Participate in Activities

The Principal retains the right to grant participation should exceptional circumstances prevail.

*Absence due to illness for the day or any part of the last half (periods 5-8) of the day will result in the students not participating in school sponsored activities that day. Special considerations will be taken into account by the principal and activities director.

*An absence the day before an all-day activity the following day will result in the student not participating in the activity. The student must be in attendance the last half of the previous day to be eligible to participate. Special considerations will be taken into account by the principal and activities director. This does not affect weekends. The intent of this guideline is to limit missed class time. Example: Student misses on Friday and has an activity on Saturday. Student may attend the activity.

Section 6 Truancy

A student who engages in unexcused absences may be considered truant as per state law. Truancy is a violation of school rules. The consequence of truanies may include disciplinary action up to expulsion and referral to the county attorney for compulsory attendance violations.

Reporting and Responding to Truant Behavior. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child age six (6) to eighteen (18) to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent. The Superintendent shall immediately cause an investigation into any such report to be made. The Superintendent shall also investigate any case when, based on the Superintendent's personal knowledge or based on a report or complaint from any resident of the district, the Superintendent believes that any child is unlawfully absent from school. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior.

Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, the following procedures shall be implemented:

- 1) One or more meetings shall be held between a school attendance officer, school social worker, or other person designated by the school administration and the parent/guardian and the student to report and

attempt to solve the truancy problem. If the parent/guardian refuses to participate in such meeting, the principal shall place in the student's attendance records documentation of such refusal.

- 2) Educational counseling to determine whether curriculum changes, including but not limited to, enrolling the child in an alternative education program that meets the specific educational and behavioral needs of the child.
- 3) Educational evaluation, which may include a psychological evaluation, to assist in determining the specific condition, if any, contributing to the truancy problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
- 4) Investigation of the truancy problem by the school social worker, or if such school does not have a school social worker, another person designated by the administration to identify conditions which may be contributing to the truancy problem. If services for the child and his or her family are determined to be needed, the person performing the investigation shall meet with the parent/guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the truancy problem.

Reporting Habitual Truancy. Students who accumulate twenty (20) unexcused absences or the hourly equivalent per year shall be deemed to be habitually truant. If the student continues to be or becomes habitually truant, the principal shall serve a written notice to the person violating the Nebraska truancy laws (i.e., the person who has legal or active charge or control of the student) warning him or her to comply with the provisions of that law. If within one (1) week after the time the notice is given such person is still violating the school attendance laws or policies, the Principal shall file a report with the county attorney of the county in which such person resides.

Attendance Committee

Will consist of the Principal, Counselor and two classroom teachers. This Committee will meet to hear petitions of any student regarding his/her attendance record.

Forms to Petition the Attendance Committee

Forms are available in the Principal's office. Any student will have the right to appeal any decision of this Committee to the Superintendent of Schools and, if necessary, to the Board of Education of the school district.

Students Losing Credit Hours

A loss of credit for a class, due to absences, student/parent may request to remain in the class or may be removed from the class and placed in the supervision of the principal for that class period.

Article 5 - Scholastic Achievement

Section 1 Grading System

Students will receive percentage grades on report cards and transcripts. The following scale will be used to assign percentage grades and a grade point average from a percent:

- A 93-100
- B 86-92
- C 78-85
- D 70-77
- F 69 and Below

Each teacher will define the grading procedures to be used in their classes.

Grades are divided into two categories: Academic and Non-academic. Academic grades are the only grades that count for class rank. Non-academic classes include Physical Education, Band, Chorus, Internaut II, Internship, Yearbook and TA. TA will require the student to follow the NHS course requirements and maintain a 90% cumulative average. Seniors who qualify can take 1 period of TA and 2 period of Internship or 3 periods of Internship. Juniors can take 2 periods of Internship.

Internship is an opportunity for students gain work experience and help them make post-graduation career decisions. Students must be in good academic standing. Good academic standing would include but not limited to on course to graduate with adequate credits and not failing any courses. Internship students need to be passing all courses and not exceeding the attendance policy to participate in the program. Students who receive poor evaluations from their supervisor may be dismissed from Internship at any time during the semester. TA will also follow this criteria for participation. The principal will determine who is eligible to participate.

Section 2 High School Yearly Course Requirements

High school students in all grade levels are required to register prior to school starting in the fall. Students will be guided in their course selection by the counselor and principal.

Parents need to be in contact with the counselor in regard to your child's plan for education during their high school years and for their education post-secondary. Requirements for a 4-year degree, two-year degree or job certification are all different. It is the parent and student's responsibility to make sure the correct course of study during high school is maintained to prepare the student for post-secondary education.

High school students are required to register in the following exploratory courses:

- 9th Grade Health, Computer Applications, Physical Education 9, Geography
- 10th Grade Beginning with the class of 2023, those students will be required to take Intro to Speech and Personal Finance during their Sophomore year.

Section 3 Graduation Requirements

To participate in commencement exercises or receive a Perkins County Schools' diploma a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions.

To be eligible for graduation from Perkins County High School, a student must have earned a minimum of 270 semester hours credit in grades 9 through 12 inclusive Credit hours will be computed in accordance with the Nebraska Department of Education.

Satisfactory completion of the following courses must be presented in the candidate's record:

English	40 semester hours
Social Sciences	30 semester hours
Science	30 semester hours
Math	30 semester hours
P.E. and Health	10 semester hours
Intro to Speech	5 semester hours
Computer Apps.	5 semester hours
Personal Finance	5 Semester hours
Foreign Language	Recommended 2 years, if planning to attend a 4-year college

Exceptions to these requirements may be made by the Board of Education upon the recommendation of the Superintendent, who will support the recommendation with justifiable reasons. A complete record of the recommendation and of the action taken upon it by the Board shall be included in the minutes. The candidates for graduation shall be presented to the Board of Education for approval.

A student who has not met the requirements for graduation but who has attended school regularly may, with the recommendation of the Superintendent, be granted a Certificate of Attendance.

Section 4 Class Rank and GPA

The “Carnegie Scale” will be used to determine class rank and GPA. Each percentage grade is assigned a numeral value from 1.0 to 4.0. A senior who has a grade point average of 93.000 or higher will be recognized as graduating “With Distinction.”

Below is a definition of point values:

Grade	Regular Classes	Honor Roll based on this scale		
93-100	4.00	A	=	93-100
90-92	3.50	B	=	86-92
86-89	3.00	C	=	78-85
82-85	2.50	D	=	70-77
78-81	2.00	F	=	69 and Below
75-77	1.50			
70-74	1.00			
69 and below	0.00			

Section 5 Credits: Method of Awarding at PCHS

PCHS school employs the credit-hour method of awarding credit of all subject and extracurricular activities that student may take in this high school. A credit hour represents one hour of class work for a period of one semester, 18 weeks. Classes such as English, Mathematics, History, Social Science, Business, etc., which meet one period a day, five days per week for eighteen weeks, carry five credit hours.

Section 6 Commencement Ceremonies Participation in:

Students must have completed all requirements set forth by the Perkins County School Board in order to participate in the ceremony. If they have not met these requirements, they will not participate in the ceremony. Certificates of Attendance may be given to students who do not qualify for a regular diploma but have maintained a good attendance record throughout their high school years.

Section 7 Promotion and Retention

Students will be placed at the grade level and in the courses best suited to them academically, socially and emotionally as determined by the professional staff. Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the professional staff to be appropriate for the educational interests of the student and the educational program.

Section 8 Schedule Changes

With proper planning, there shouldn’t be a need for any changes in student registration. However, changes are permissible by the end of the first week of each semester or as otherwise indicated by the building principal. If a schedule drop/add is necessary, the student will pick up a drop/add form from the Principal.

Section 9 Interim Reports

Various supplemental reports may be sent to parents throughout the school year concerning student's performance. These reports may describe student work of an exceptional nature or work which needs improving. These reports will be sent as the teacher determines appropriate.

Included in the academic improvement report will be a request from the teacher for parents to contact the teacher by phone to discuss the student's academic progress. Teachers will arrange with the parents for days when the student can meet with the teacher outside the regular class period until the student returns to satisfactory academic standing.

Section 10 Report Cards

Report cards are issued at the end of each quarter. Percentage grades are used to designate a student's progress. A grade of "F" (failing) carries no credit. A grade of "I" (incomplete) received at the end of a grading period must be made up within two weeks or missing assignments will receive grades of "0" and those grades will be averaged into the final grade. No in-completes will be given at the end of the fourth quarter, as all course work must be completed by the end of the fourth quarter.

Section 11 Parent-Teacher Conferences

Conferences with teachers, at any other time, are possible by calling the school office and making arrangements with the teachers.

Parent-teacher conferences will be held in the fall near the end of the 1st quarter.

Section 12 Honor Roll

PCJSHS Honor Roll is calculated each nine-week period. Students with 86% or higher in all classes will qualify for the "B" Honor Roll. Students with a 93% or higher in all classes will qualify for the "A" Honor Roll. Classes not calculated for the Honor Roll are Physical Education, Band, Choir, Yearbook, Internaut II. Students with a grade of 'C', 'D' or 'F' will not qualify for Honor Roll. Students earning all A's will receive special recognition. Quarter Honor Rolls are posted by the office with Semester Honor Rolls appearing in the Grant Tribune Sentinel.

Section 13 Academic Letters

THE OBJECTIVES OR AWARDING ACADEMIC LETTERS INCLUDE:

- 1) To reward and further recognize students for academic excellence.
- 2) To be used as an incentive to encourage students to take full advantage of the curriculum offered at PCHS.
- 3) To encourage students to take more upper level courses of study.
- 4) This award will be provided to all freshmen, sophomores, juniors and seniors based upon earning the "A" Honor Roll status for quarters 1-3 in that school year. Course criteria will match that of NHS and Honor Grads.

Section 14 Academic Eligibility

Purpose: To make the students aware that with responsibility comes the price of greatness in the classroom. While activities are extremely important to both the students and the school, the major purpose of the students should be to obtain an academic education. To have an eligibility policy that will attempt to keep the students in school on a long-term basis and not just until the end of the semester. To have a regulation that is reasonable to implement. To have a policy that is fair and attempts to retain the students rather than force them out.

ELIGIBILITY

Eligibility will be determined on a weekly basis. If a student is determined to be ineligible, they will not be allowed to participate in any public performance or competition on a weekly basis. All students/ parents will be given notice using the "Progress Reports" when the student is failing a class.

Students who are failing two classes in the present semester will be given 14 calendar days to improve their grades. Additionally, they will be required to attend 9th Hour until they are failing one class or less. If one or more grades have not improved to a passing level (70% or higher) at the end of the 14 calendar days, the student will become ineligible on a weekly basis for public performances or competitions (Live Performances, Competitions, Dances, Etc.) and will be required to attend 9th Hour. Furthermore, if you are ineligible, you will not be allowed to go off campus for lunch. Once the student is failing one class or less, they are immediately eligible.

NOTE: If a bus for an activity is leaving before 4:30 p.m., students will not be able to ride with the team if they are deemed ineligible. If a student is eligible but required to attend ninth hour, they will be allowed to leave early if a bus is leaving early for an activity.

Failing more than 2 classes at one time results in immediate ineligibility. Once the student is failing one class or less, they are immediately eligible.

Students earn credits each semester with the intent of acquiring at a minimum of 270 by the end of their Senior year. Failure to meet the following minimum standards for each year may result in the student not being eligible for various grade level activities such as but not limited to: Prom, class field trips, class elections, homecoming royalty.

- Sophomore status equals 70 credits at the beginning of the school year
- Junior status equals 140 credits at the beginning of the school year
- Senior status equals 210 credits at the beginning of the school year

NINTH HOUR

Expectations:

1. Students may attend the Ninth Hour Study Hall in the High School Library for general help if needed. Disclaimer: Students will be expected to work on homework according to guidelines listed above. If student is reported to not be following guidelines, the student will be asked to leave and further action may be taken by administration.
2. The required time is 3:32 – 4:30 Monday through Thursday starting the 3rd week of the first and third quarter.
3. Students will bring schoolwork to work on and will turn in their phone (No annuals, newspapers, or magazines will be allowed.)
4. Students choosing not to work on schoolwork:
 - 1st infraction - verbal warning
 - 2nd infraction - teacher will keep track of wasted time, and students will make time up with administration. Make-up time is doubled at a time scheduled by the administration.
5. Students will not talk without permission or disrupt other students.
 - 1st infraction – verbal warning
 - 2nd infraction – 15 minutes of detention at a time scheduled by the administration.
 - 3rd infraction on – time will double (30 minutes, 60 minutes, etc.) at a time scheduled by the administration.
6. No pop or snacks allowed.

7. Students who are failing may (and are encouraged) go to a teacher for help if a pass is obtained before the start of after-school study hall. Students may only go to teachers whose classes they are failing.
8. Students showing up to after-school study hall late or leaving early will make up time with the administration, unless prior arrangements have been made. Time missed will be doubled when made up at a time scheduled by the administration.
9. Computer use is only for classroom assignments and at the discretion of the Ninth Hour Study Hall supervisor.

Procedures:

After-school study hall is divided into 4-quarter segments and will not begin until the 3rd week of the first and third quarter. The first time students are assigned to Ninth Hour Study Hall, the time will be used as a study hall.

The second time (through the end of the quarter) students are assigned to Ninth Hour Study Hall, they will be required to complete a homework log. All students assigned to Ninth Hour Study Hall. The homework log will be complete when students enter the Ninth Hour Study Hall. If this is not completed, the students will be assigned an extra 15 minutes of study hall time. This will continue for the rest of the 9 weeks.

At the end of the quarter, the entire process will start again from the beginning.

Section 15 Homework

Each student is expected to spend some time on the preparation of studies outside of school hours. The amount of the time needed depends upon the student's degree of efficiency. Normally, at least an hour a day should be spent in the preparation of the average assignment. Quality of work (passing grade) and having assignments done on time are two key responsibilities each student should master.

Section 16 Incomplete Grades

- 1) An "I" is given in accordance with the following procedures:
- 2) It should be given only when a student has been unable to complete the required work because of personal illness or serious illness or death in the family or conditions beyond the control of the student.
- 3) When a student receives an "I" at the end of the quarter/semester, he/she will have no longer than 2 weeks after the opening of the next quarter/semester to remove it. If it is not removed, it becomes an "F". Instructor will notify the Principal at this time.

PARENTS AND ACADEMIC DECISIONS

Parents need to be in contact with the counselor in regard to your child's plan for education during their high school years and for their education post-secondary. Requirements for a 4-year degree, two-year degree or job certification are all different. It is the parent and student's responsibility to make sure the correct course of study during high school is maintained to prepare the student for post-secondary education.

Section 17 National Honor Society

The National Honor Society chapter of Perkins County Schools is a duly chartered and affiliated chapter of this prestigious national organization.

Admission to the National Honor Society

Membership is open to those students who meet the required standards in four (4) areas of evaluation: scholarship, leadership, service, and character. Standards for selection are established by the national office of NHS and have been revised to meet our local chapter needs. Students are selected to be members by a five (5)

member Faculty Council, recommended by the sponsor and approved by the principal which bestows this honor upon qualified students on behalf of the faculty of our school each semester.

Students in the 10th, 11th, or 12th grades are eligible for membership*. [*NOTE: Eligibility can be altered according to your local guidelines, thus limiting the year or years of eligibility – see the national handbook for clarification.] For the scholarship criterion, a student must have a cumulative grade point average of 3.0 or better on a 4.0 scale* [see NOTE above]. Those students who meet this criterion are invited to complete a Student Activity Information Form that provides the Faculty Council with information regarding the candidate's leadership and service. A history of leadership experiences and participation in school or community service is required. [NOTE: Schools with specific minimal requirements for leadership or service, e.g., "participation in at least two (2) student activity organizations each year" or "ten (10) hours of documented community service," should include such specific requirements based on the rubrics used by the selection committee in reaching their decisions.]

To evaluate a candidate's character, the faculty council uses two forms of input: first, school disciplinary records are reviewed; second, members of the faculty are solicited for input regarding their professional reflections on a candidate's service activities, character, and leadership. [Note: These evaluations from faculty are not required and are options for chapters at the local level.] These forms and the Student Activity Information Forms are reviewed by the Faculty Council to determine membership. A majority vote of the council is necessary for selection. Candidates are notified regarding selection or non-selection according to a predetermined schedule.

Following notification, a formal induction ceremony is held at the school to recognize all the newly selected members. Once inducted, new members are required to maintain the same level of performance in all four criteria (or better) that led to their selection. This obligation includes regular attendance at chapter meetings when and as scheduled and participation in the chapter service projects(s).

Students or parents who have questions regarding the selection process or membership obligations can contact the chapter adviser.

Removal from National Honor Society

A student may be removed from the NHS by action of the sponsor upon a determination by the sponsor that the student:

- 1) Prior Conduct. Engaged in conduct prior to induction which was not known at the time of induction and which, if known, would have caused denial of induction;
- 2) Post-Induction Conduct. Engaged in conduct after induction which is grounds for a student to be long-term suspended or expelled from school under the student code of conduct; which is grounds for suspension or removal from any extracurricular activity of the school, or which would cause denial of induction if such conduct had taken place prior to the time of induction.

The student may appeal the sponsor's decision to the principal by giving written notice of appeal to the principal within ten calendar days of receipt of the sponsor's removal decision. The appeal procedures shall be established in the discretion of the principal such as to allow a fair opportunity for the student's views and information to be considered. The decision of the principal on the appeal shall be final.

The national constitution (Article IX, Section 4) indicates that, "A description of the selection procedure shall be published in an official school publication that is widely available in a timely fashion to all students and parents of the school."

The National Honor Society chapter of PCHS is duly chartered and affiliated chapter of this national organization. Membership is open to those students who meet the required standards in four areas of evaluation: scholarship, leadership, leadership, service, and character. Standards for selection are established by the national office and have been revised to meet our local chapter needs.

Students are selected to be members by Faculty Council, recruited by the sponsor and approved by the principal, which bestows this honor upon qualified students on behalf of the faculty of our school each fall semester. Students in the eleventh or twelfth grades are eligible for membership. For the scholarship criterion, a student must have a cumulative grade point average of 90% (3.50). Those students who meet the criterion are invited to complete a Student Activity Information Form that provides the Faculty Council with information regarding the candidate’s leadership and service. A history of leadership experiences and participation in school or community service is required.

To evaluate a candidate’s character, the Faculty Council uses two forms of input: first, school records are reviewed; second, members of the faculty are solicited for input regarding their professional reflections on a candidate’s character and leadership. These forms and the Student Activity Information Forms are reviewed by the Faculty Council to determine the membership. A majority vote of the Council is necessary for selection. Candidates are notified regarding selection or non-selection according to a predetermined schedule.

Following notification, a formal induction ceremony is held at the school to recognize all newly selected members. Once inducted, new members are required to maintain the same level of performance in all four criteria (or better) that led to their selection. This obligation includes participation in the chapter service project(s). Students or parents who have questions regarding the selection process or membership obligations can contact the chapter adviser at PCHS. Exceptions to the above information may be taken into consideration by the faculty council in cases of special circumstances.

NHS/Honor Grads/Graduating with Distinction

In order to qualify for NHS and Honor Graduate/Graduating with Distinction, students will need to take the following course work.

English 9	Algebra I	Science 9
English 10	Algebra II	Biology 10
English 11	Geometry	Chemistry, Physics or Anatomy
World Literature	Geography	American History
Government		
- *1 of the following World History, Economics, Social Issues, Psychology, Street Law or Recent History.

Suspension or Expulsion of NHS Members

Section A

A member of this organization may be suspended or expelled for conduct derogatory to the welfare of the organization by a two-thirds vote of the members of the NHS Faculty Council including the sponsor.

Section B

Members who become involved in illegal activities, or violation of school policies, or while participating at a NHS event, or members found to be in violation of the NHA code of conduct including the core values of scholarship, leadership, service and character, may be suspended or expelled by the NHS advisor This applies to the entire year. All NHS members will comply with general school rules regarding behavior while attending NHS functions.

Members may be expelled for the following but not limited to:

- 1) In possession of illegal substances or paraphernalia.

- 2) Testing positive for any level of controlled or illegal substance.
- 3) Physical harm or bullying of anyone associated or coming in contact with the chapter.
- 4) Failure to report or attempting to cover up illegal activities or actions of other members of the chapter or school.

Section C

If a senior member is expelled, they will not be able to reapply for membership before high school graduation. If a junior member is expelled, they still have the opportunity to reapply for membership during their senior year.

Section 18 Academic Integrity

1) Policy Statement

Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating, Plagiarism, and Academic Dishonesty

Students may not cheat, plagiarize, or otherwise participate in any academic dishonesty in any form.

Prohibited behavior includes:

- Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- Lying.
- Copying another person's work or answers.
- Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.
- Taking or receiving copies of a test without the permission of the teacher.
- Using or displaying notes, "cheat sheets," or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Submitting work or any portion of work completed by another person.
- Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.
- A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty is subject to discipline, up to and including expulsion.
- Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

2) Definitions

The following definitions provide a guide to the standards of academic integrity:

- a) "Cheating" means intentionally to misrepresent the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others.

Cheating includes, but is not limited to:

- l) Tests (includes tests, quizzes and other examinations or academic performances):
 - 1) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages

in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

- 2) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
- 3) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
- 4) Use of Other Student to Take Test: Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
- 5) Misrepresenting Need to Delay Test: Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses' class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.

II) Papers (includes papers, essays, lab projects, and other similar academic work):

- 1) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
- 2) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
- 3) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the students.
- 4) Failure to Contribute to Group Projects: Accepting credit for a group project in which the student failed to contribute a fair share of the work.
- 5) Misrepresenting Need to Delay Paper: Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses' class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

III) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

- b) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works.

Plagiarism includes, but is not limited to:

- I) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

II) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

c) "Contributing" to academic integrity violations means to participate or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

3) Sanctions

The following sanctions will occur for academic integrity offenses:

- a) Academic Sanction. The instructor will refuse to accept the student's work in which the cheating or plagiarism took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standard, the instructor will assign a grade which the instructor determines to be appropriate for the work. Credit for the class may be withheld pending successful completion of the replacement test or project.
- b) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
- c) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in a serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

Any individual found cheating in any form may be given a '0' for the for that assignment. Additional infractions may result in a '0' for the assignment as well as other discipline deemed reasonable such as but not limited to loss of credit or dismissal from the class. Copying other student's assignments would carry the same consequence. Texting, emailing or other forms of electronic transfer of information to another students is considered cheating as well.

Section 19 Part Time Students

Part time students will mean students who are taking fewer than 8 courses at Perkins County Schools. Part time students will be limited on what they are eligible to receive recognition for and participate in including but not limited to the following:

- No eligible for Honor Roll
- Not eligible for NHS
- Not eligible for Honor Grad status
- Not eligible for class rank
- Not eligible for Graduation (must meet all district criteria)
- Part time/home school students may receive home school credit if they have been enrolled in an accredited program and can and do provide an official transcript to PCS

Article 6 - Support Services

Section 1 Special Education Services

What Does Special Education Mean?

Special education means specially designed instruction and related services adapted as appropriate to the needs of an eligible student with a disability. Special education is provided at no cost to the parent to meet the unique needs of a child with a disability.

Students Who May Benefit

A student verified as having autism, behavior disorders, deaf-blindness, developmental delay, hearing impairments, mental handicaps, multiple disabilities, orthopedic impairments, other health impairments, specific learning disabilities, speech-language impairments, traumatic brain injury or visual impairments, who because of these impairments need special education and related services.

How are Students with Disabilities Identified?

Referrals are made by teachers or parents to a Student Assistance Team. If the student assistance team or comparable problem-solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation is completed. An evaluation is conducted to assist in the determination of whether a student has a disability and the nature and extent of the special education and related services the student needs. The evaluation is conducted only with written consent of a parent or guardian. A multidisciplinary evaluation team (MDT) will then meet to determine whether the student is eligible for special education.

Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

Reevaluation

Students identified for special education will be reevaluated at least every three (3) years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, are needed. The school district will obtain parental consent prior to conducting any reevaluation of a student with a disability.

Individual Education Program (IEP)

Upon a student being verified as having a disability, a conference will be held with parents. At the conference, an Individualized Education Program (IEP) will be developed specifying programs and services which will be provided by the schools. Parent consent will be obtained prior to a student being placed for the first time in a program providing special education and related services or early intervention services to infant and toddlers. Once in place, the IEP is reviewed on an annual basis, or more frequently as needed. Parents are given a copy of the IEP.

Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). To the maximum extent appropriate, students with disabilities are educated with students who are not disabled. Special classes, separate schooling, or other

removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Determination of a student's educational placement will be made by the IEP team.

Written notice shall be given to parents a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

More Information

Anyone interested in obtaining a copy of the District's special education policy, the Parental Rights in Special Education brochure, or a copy of the Nebraska Department of Education Rule 51 (special education regulations and complaint procedures) or Rule 55 (special education appeal procedures) may contact the Superintendent. A notice of parental rights, Rules 51 and 55 and more information about special education are also available at the Nebraska Department of Education's website: <https://www.education.ne.gov/sped/>

Section 2 Students with Disabilities: Section 504

Accommodations and related services are made available to students with disabilities under Section 504 of the Rehabilitation Act of 1973. Under Section 504, parents have the following rights:

- 1) Have your child take part in, and receive benefits from, public education programs without discrimination because of your child's disability.
- 2) Have the school district advise you of your rights under federal law.
- 3) Receive notice with respect to identification, evaluation or placement of your child.
- 4) Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have the school district make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
- 5) Have your child receive services and be educated in facilities which are comparable to those provided to students without disabilities.
- 6) Have your child receive an individualized evaluation and receive special education and related services if your child is found eligible under Section 504.
- 7) Have evaluation, eligibility, educational and placement decisions made based on a variety of information sources and by persons who know your child and who are knowledgeable about the evaluation data and placement options.
- 8) Have transportation provided to and from an alternative placement setting at no greater cost to you than would be incurred if your child were placed in a program operated by the school district.
- 9) Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the school district.
- 10) Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement. Obtain copies of educational records at a reasonable cost on the same terms as records are provided students without a disability unless the fee would effectively deny you access to the records.
- 11) Receive a response from the school district to reasonable requests for explanations and interpretations of your child's records.
- 12) Request amendment of your child's educational records if there is reasonable cause to believe that they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If the school district refuses this request, it shall notify you within a reasonable time, and advise you of the right to a hearing.
- 13) File a local grievance in accordance with school policy.

- 14) Request an impartial hearing related to decisions regarding your child's identification, eligibility, and educational program or placement with opportunity for participation by the person's parents or guardian and representation by counsel, and a review procedure. This is provided in the local grievance procedure.

Section 3 HAL Qualifications

Perkins County Schools High Ability Learner Program

Nebraska, Rule 3 Definition

"Learner with High Ability means a student who gives evidence of high performance capability in such areas as intellectual, creative, or artistic capacity or in specific academic fields and who requires accelerated or differentiated curriculum programs in order to develop those capabilities fully."

K-12 HAL Philosophy

The goal of the Perkins County Schools HAL Program is to supplement students' academics with additional time devoted to hands-on activities that challenge students to use a wide variety of problem solving and critical thinking skills.

Definition of High Ability Learner

Perkins County Schools seeks to identify students who meet the requirements for HAL as outlined in Nebraska Rule 3. "Learner with High Ability means a student who gives evidence of high performance capability in such areas as intellectual, creative, or artistic capacity or in specific academic fields and who requires accelerated or differentiated curriculum programs in order to develop those capabilities fully."

HAL Program Goals & Objectives

The goal of the Perkins County Schools HAL Program is to supplement students' academics with additional time devoted to hands-on activities that challenge students to use a wide variety of problem solving and critical thinking skills. In addition to this, the HAL Coordinator works with our elementary teachers to provide monthly "Enrichment Activities" for all students, regardless of their learning abilities. The program will strive to do the following.

- Identify HAL students in grades 3-12
- Provide additional learning opportunities for HAL students grades 3-12
- Provide Enrichment Activities for all students grades K-12
- Provide educational opportunities that support the unique learning needs of HAL students
- Provide professional development and training to staff members that promotes ways to reach and challenge students with high ability needs
- Follow the identification guidelines as outlined on our district's HAL identification plan (NOTE: All staff members have been made aware of the identification procedures.)
- To meet the HAL students', emotional, social, intellectual, and physical needs

HAL Identification Process & Procedures

In an effort to be inclusive of a wide variety of strengths, the Perkins County School District's identification process includes multiple criteria. Students in grades 3-12 are eligible for the district's HAL Program. HAL Identification takes place in the fall of each school year. According to the High Ability Learner Plan, students must meet and maintain three out of five criteria to qualify for the program. The criteria are as follows:

1. **Exemplary grades which qualify the student to be in the top 10% of his/her class or demonstrate evidence of exceptional potential (e.g., abilities, intelligence, artistic strengths, creativity, leadership).**

2. Teacher and/or parent referral in which the scores total 85% or above. If more than one referral is filled out, the average of the scores is used.
3. MAP (Measure of Academic Performance) scores in the 95th percentile or higher in one or more of the following categories: reading, math, language arts, or science.
4. Nebraska Student-Centered Assessment System (NSCAS) scores in the top 90% of the College and Career Readiness score bracket in reading or math or between 165-200 in science. For identification for their senior year, students' ACT section scores will replace the NSCAS scores. A score between 30-36 in reading, English, math, or science qualifies them in this category.
5. Creative/Artistic checklist, completed by a qualified instructor, in which the scores total 85% or above.

NOTE: In the case that a student is exceptionally close but just outside the cutoff scores for the above criteria, a panel of multiple educators from all three building levels can collectively use their professional judgement to verify an individual.

Section 4 Guidance Services

Perkins County Jr/Sr High employs counselor(s) for the purpose of assisting with the District's testing program, to assist with scheduling, for students to discuss problems and resolve conflicts and to assist with post-secondary planning and scholarships. If you wish to see a counselor, stop by a counselor's office and make arrangements for an appointment.

Section 5 Health Services

Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home include: Temperature at or greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves.

Please include emergency daytime phone numbers on your child's enrollment card so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health-related information you feel is important for your student's success in the classroom and/ or safety at school.

Guidelines for Administering Medication

Whenever possible your child should be provided medications by you outside of school hours. In the event it is necessary that your child take or have medication available at school, the parents/guardians must provide a signed written consent for the child to be given medication at school. A consent form is available at the school health office. If your child has asthma or diabetes and is capable of self-managing his or her health condition, contact the health office to develop a self-management plan.

Medications must be provided to the school by the parent/guardian in the pharmacy-labeled or manufacturer-labeled bottle. Repackaged medications will not be accepted. All medications also require a physician's authorization to be given at school. The school nurse may limit medications to those set forth in the Physician's Desk Reference (PDR). Please limit the amount of medication provided to the school to a two-week supply.

School Health Screening

Children in Preschool and Kindergarten through third grade, as well as children in sixth and ninth grades are screened for vision, hearing, dental defects, height and weight. The screening program also incorporates scoliosis and blood pressure at the sixth and ninth grades. Students entering the Student Assistance Process at any grade level, and those about whom health concerns are identified to the school nurse, may also be screened. Parents who do not wish their child to participate in the school screening program must communicate this in writing to the school health office at the start of the school year. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit bindings from an alternate medical provider to the school by December 1.

Physical and Visual Examination

Evidence of a physical examination and a visual evaluation is required within six (6) months prior to entrance into kindergarten and, in the case of transfer from out of state, to any other grade. A physical examination is also required prior to entrance into the seventh grade. The physical examination is to be completed by a physician, a physician's assistant, or an advanced practice registered nurse; the visual evaluation is to be completed by any of the forgoing or an optometrist. A parent or guardian who objects to the physical examination and/or visual evaluation may submit a written statement of refusal for his or her child. Waiver forms are available in the school health office. Additional physical examination requirements exist for students participating in athletic participation.

Immunizations

Students must show proof of immunization. A student who does not comply with the immunization requirements will not be permitted to continue in school. Students with medical conditions or sincerely held religious beliefs which do not allow immunizations must complete a waiver statement or affidavit. Forms are available in school health offices.

Un-immunized students may be excluded from school in the event of a disease outbreak.

Communicable Diseases

Any student who has contracted a contagious disease may be restricted from attendance at school until the student is no longer contagious. The school district uses the Title 173- Nebraska Health and Human Services/Control of Communicable Disease, Chapter 3 of the Nebraska Administrative Code as a "best practice" guideline for contagious and infectious diseases. If there are questions regarding the communicability of your child's health condition or if you know your child has contracted a contagious or communicable disease or condition not otherwise specified in board policy or this handbook, please call.

Summary of the School Immunization Rules and Regulations For 2022-2023 School Year

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school-based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1st Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Students entering 7th grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423. The School Rules & Regulations are available on the internet: <http://dhhs.ne.gov/Pages/Title-173.aspx> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011) **Updated 5/2015**

Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be provided within 30 days of enrollment of a student in school for the first time. You may obtain a certified copy from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Please note: The document parents receive from the hospital looks like a birth certificate, but it is not a certified copy. A certified copy has the raised seal of the state of Nebraska on it and is signed by the director of vital statistics.

If a birth certificate is unavailable, other reliable proof of a student's identity may be used. These documents could include naturalization or immigration documents showing date of birth or official hospital birth records, a passport, or a translation of a birth certificate from another country. The documents must be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

Guidelines for Head Lice

The following guidelines are in place to: better control a nuisance condition; reduce absenteeism due to head lice; and involve parents as partners with the school in control efforts:

- 1) Children will be sent home from school for live head lice. In the event a child has two (2) cases of live lice in a semester, the child will be sent home until free of both live lice and nits (eggs).
- 2) Health office staff will provide written treatment information and instructions, including how to check and identify head lice*.
- 3) A child who is sent home from school for head lice should miss no more than two (2) school days.
- 4) A child who has been sent from school due to head lice must come to the health office for inspection before returning to class.
- 5) A child who returns to class with nits (eggs) will be checked again in 7-10 days.
- 6) Families are encouraged to report head lice to the school health office.
- 7) Classroom-wide or school-wide head checks will be conducted as needed in order to control the condition at school.

*Nit removal will be emphasized for effective management of the condition. For more information call the nurse at your child's school.

Concussions

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.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall be the guidance provided by the Nebraska Department of Education entitled "Bridging the Gap from Concussion to the Classroom," and accompanying materials and future supplements. Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the

Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

Section 6 Transportation Services

Transportation to and from school is provided to students in accordance with law and Board policy. Students may also be provided transportation on field trips and when participating in school activities. Students are expected to follow the behavioral expectations for riding school buses.

Behavior on School Buses

- 1) **General Conduct Rules Apply:** While riding school buses you are expected to follow the same student conduct rules which apply when you are on school property or attending school activities, functions or events. There are also special conduct rules for riding school buses. These rules also apply to riding other school vehicles.
- 2) **Special Conduct Rules for Riding School Buses.**
 - a) Rules for Getting on and Off the Bus
 - I) Be on time to be picked up. As a general rule, get to your bus stop five (5) minutes before your scheduled pick up time. If you miss the bus, immediately return to your home and tell your parents so they can get you to school.
 - II) While waiting for the bus, stay at least five (5) feet away from the street, road or highway. Wait until the bus comes to a complete stop before approaching the bus.
 - III) You may exit the bus only at your approved destination (your school or your approved bus stop). Exit the bus as directed by the driver. Do not run.
 - IV) If you must cross the street after exiting the bus, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
 - b) Rules on the Bus
 - i. Be respectful of the bus driver. Immediately follow all directions of the driver and any para-educator or adult on the bus.
 - ii. Sit in your seat facing forward. Use seat belts in vehicles in which they are available.
 - iii. Talk quietly and use appropriate language.
 - iv. Keep all parts of your body inside the bus.
 - v. Keep your arms, legs and belongings to yourself.
 - vi. No bighting, harassment, bullying, intimidation or horseplay.
 - vii. Do not throw any object.
 - viii. No eating, drinking, use of tobacco, alcohol, drugs or flammables.
 - ix. Do not bring any weapon (real or imitation) or dangerous objects on the school bus.
 - x. Do not damage the school bus.
- 3) **Getting the Driver's Assistance:** If you need assistance from the driver, wait until the bus is at a full stop. If you are close enough, tell the driver what you need. If you are too far away for the driver to hear you, ask a student in front of you to get the driver's attention. If necessary, walk up to the driver, while the bus is at a full stop. If you need immediate assistance for an emergency, take all action needed to safely get the help of the driver.
- 4) **Consequences for Rule Violations:** Consequences for school bus misconduct may include restriction or suspension of bus privileges and other disciplinary measures, up to and including expulsion from school.

Article 7 - Drugs, Alcohol and Tobacco

Section 1 Drug-Free Schools

The District implements regulations and practices which will ensure compliance with the federal Safe and Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools' program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects. The consistent message of the program is that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful.

Section 2 Education and Prevention

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs. The curriculum includes the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades. The District provides in-service orientation and training for staff with regard to drug and alcohol education and prevention programs.

Drug and Alcohol Use and Prevention. Each student of the District is hereby provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities.

Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations. Students are provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs. Information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs is available to all of the students upon request of the Counselor. In the event of disciplinary proceedings against a student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel will confer with the student and the student's parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel consider to be of benefit.

Safe and Drug-Free Schools—Parental Notice. Pursuant to the provisions of the No Child Left Behind Act, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

Section 3 Standards of Student Conduct Pertaining to Drugs, Alcohol and Tobacco

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs or alcohol on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as here-in-above described shall include, but not be limited to, the following:

- 1) Possession, use, distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
- 2) Possession of any prescription drug in an unlawful fashion.
- 3) Possession, use, distribution or being under the influence of alcohol.

- 4) Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes, including vaping devices.
- 5) Possession, use, or distribution of any look-alike drug or look-alike-controlled substance when such activity constitutes a substantial interference with school purposes, including vaping devices;
- 6) Possession use or distribution of any tobacco product.

Disciplinary Sanctions

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including expulsion and referral to appropriate authorities for criminal prosecution.

In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and unlawful substances will be turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

Intervention

The District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational environment, the school has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff.

Administration

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Article 8 - Student Conduct Rules

Section 1 Purpose of Student Conduct Rules

These student conduct rules are established to maintain a school atmosphere which is conducive to learning, to aid student development, to further school purposes, and to prevent interference with the educational process. Violations of the rules will result in disciplinary action.

Section 2 Forms of School Discipline

- 1) **Short-Term Suspension**: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five (5) school days (short-term suspension) on the following grounds:
 - a) Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or,
 - b) Other violations of rules and standards of behavior adopted by the Perkins County Schools Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a) The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
 - b) Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
 - c) Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
 - d) An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
 - e) A student on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
- 2) **Long-Term Suspension:** A long-term suspension means an exclusion from school and any school functions for a period of more than five (5) school days but less than twenty (20) school days. A student who on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension. The procedures will be those set forth in the Student Discipline Act.
- 3) **Expulsion:**
- a) **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless (a) the misconduct occurred within ten (10) school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) the misconduct occurred within ten (10) school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
 - b) **Suspensions Pending Hearing.** When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent. The suspension pending hearing may be imposed if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
 - c) **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.

- d) Alternative Education. Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
 - e) Suspension of Enforcement of an Expulsion. Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one (1) full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
 - f) Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than 19 years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to a court order, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
- 4) Other Forms of Student Discipline. Administrative and teaching personnel may take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

Section 3 Student Conduct Expectations

Students are not to engage in conduct which causes, or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well-being or rights of other students, staff or visitors.

1) Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment

The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned,

leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

- a) Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
- b) Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another;
- c) Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude;
- d) Violation of the districts computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- e) Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
- f) Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations;
- g) Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon; or bringing or possessing any explosive device, including fireworks;
- h) Using any object to simulate possession of a weapon;
- i) Selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, drug paraphernalia, an electronic nicotine delivery system, controlled substance, a tobacco imitation or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" 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 or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant;
- j) Public indecency or sexual conduct;
- k) Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events;
- l) Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction;
- m) Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten; or

- n) Repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes;
- o) Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities;
- p) The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion;
- q) Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
- r) Willfully violating the behavioral expectations for those students riding Public Schools' buses.
- s) A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
 - I) The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
 - II) The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
- t) Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one (1) calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one (1) year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- I) Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- II) The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- III) A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

- IV) The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds

2) **Additional Student Conduct Expectations and Grounds for Discipline**

The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

- a) **Student Appearance:** Students at Perkins County Jr/Sr High are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Shoes and shirts must be worn at all times to meet Federal Health Guidelines. Any dress and or accessories that disrupts classes or is an interference to the smooth operation of the classroom and/or school shall be prohibited. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
- I) Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants, tank tops) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
 - II) Shorts, skirts, or skorts that do not reach mid-thigh or longer.
 - III) Clothing or jewelry that advertises or promotes (but not limited to) beer, alcohol, tobacco, or illegal drugs.
 - IV) Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play" or that would damage property (e.g. cleats).
 - V) Head wear including hats, caps, bandannas, and scarves;
 - VI) Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
 - VII) Clothing or jewelry that is gang related

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

Common sense and discretion are invaluable when determining what is appropriate or inappropriate. Students will be asked to correct inappropriate attire. Repeated violations will be treated as insubordination. All staff members have the discretion to send students they believe to be in violation of the dress code to the office. Administrative staff will have the final authority in determining the appropriateness of student attire.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day.

Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

The administration has the final decision as to the appropriate style of chains and all wearing apparel. Accessories such as, but not limited to, bracelets, armbands and jewelry, must be school appropriate.

b) **Electronic Devices**

- I) **Philosophy and Purpose.** Perkins County Jr/Sr High strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.

II) **Definitions.**

- a) "Electronic devices" include, but are not limited to, cell phones, Mp3 players, iPods, portable game consoles, cameras, digital scanners, lap top computers, iWatches and Fitbits and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
- b) "Sexting" means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
- (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
 - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
 - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

III) **Possession and Use of Electronic Devices.**

- a) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging. Students are allowed to have cell phones in the building. The cell phones need to remain in their lockers until their lunch-time. The students may also use them during passing periods at their lockers. Students are not to take electronic devices into the bathrooms or locker rooms. A cell phone that is confiscated in the classroom, hallway or during any time that it should be in the locker, will be confiscated until the end of the day and the student will receive detention time. The detention will be served that day after school if the principal is available. If not, arrangements will be made to serve the time. Three violations in a school year and the student will not be allowed to bring a phone into the building. Further disciplinary action will result if the student continues to bring a cell phone. Calls can be made during the school day on the student's cell phone in the main office with a pass from the classroom teacher and permission from office staff.

- b) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (4)(a)). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use. Electronics such as ipods, gaming devices, headphones (self-contained) etc. are not allowed in the classroom. Headphones are not permitted during class time.
- c) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- d) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

IV) Violations

- a) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- b) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.
 - (i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.
 - (ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device may remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

V) Penalties for Prohibited Use of Electronic Devices:

Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

- a) Students found in possession of a "sexting" message may be subject to a minimum of one (1) day suspension from school.
- b) Students who send or encourage another to send a "sexting" message may be subject to a five (5) day suspension from school.

VI) Reporting to Law Enforcement.

Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

VII) Responsibility for Electronic Devices.

Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

- c) **Harassment and Bullying Policy:** One of the missions of Perkins County Jr/Sr High is to provide safe and secure environments for all students and staff. Positive behaviors (non-violence, cooperation, teamwork, understanding, and acceptance of others) are encouraged in the educational program and required of all students and staff. Inappropriate behaviors (bullying, intimidation and harassment are to be identified and corrected. Students and staff are to avoid such behaviors. Strategies and practices are implemented to reinforce positive behaviors and to discourage and protect others from inappropriate behaviors.

"Bullying" is behavior where one person or group engages in harmful action towards another person or group acting on a real or perceived imbalance of power or view of superiority. The behavior typically includes verbal (e.g. teasing or name-calling) and physical aggression (e.g., hitting, pushing), threatening, excluding or ignoring, spreading rumors, or taking, defacing or destroying the others' property. "Harassment" includes the same actions, though not necessarily from a standpoint of perceived power. Harassment is prohibited. Bullying and harassment is a violation of student conduct rules and appropriate disciplinary measures, up to expulsion, will be enforced. When bullying or harassment is done on the basis of gender, disability, race, or other protected status, it is considered a very serious offense for which expulsion may be a likely consequence depending on the severity of the conduct.

Students who are the victim of bullying or harassment or who observe such occurring are to promptly report the problem to their teacher or to the Principal so the problem can be addressed. Students who make reports of bullying activity will not be retaliated against for making the report.

Students are prohibited from engaging in any form of bullying. The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The District’s administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

“Bullying” means any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events. The disciplinary consequences for bullying will depend on the severity, frequency, duration, and effect of the behavior and may result in sanctions up to and including suspension or expulsion. Students who believe they are being bullied should immediately inform a teacher or the building principal.

d) **Dating Violence**

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district’s student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

e) **Inappropriate Public Displays of Affection (IPDA)**: Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

- I) 1st Offense: Student will be confronted and directed to cease.
- II) 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
- III) 3rd Offense: Student may be suspended from school for a minimum of one (1) day, and parents and student will need to meet with Administrator(s) and/or counselor.
- IV) If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

f) **Specific Rule Items**: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion.

Pass - Students must have a pass when not in class during class time. Students are to use the pass only for the purpose requested. For example, if given a pass to use the restroom, the student must promptly proceed to and use the nearest restroom and promptly return to class.

Food/Drink - Students are not allowed to have pop in the school building during school hours. Items such as chips, cookies and other packaged goods are restricted to consumption during the lunch period and in the lunchroom. Hard candy such as Jolly Ranchers and gum may be permitted with the individual teacher’s approval. Special occasions involving snacks/meals during the day need to be cleared with the classroom teacher and administration. Students may have a water bottle during the school day, must contain water only, bottle must be clear. Staff may not allow students to have a bottle during class for safety reasons such as a Science class.

Class preparedness - Students are expected to bring all books and necessary materials to class. This includes study halls. Students are to be in their seats and ready for class on the tardy bell.

Assignments - Assignments for all classes are due as assigned by the teacher.

Class Dismissal - Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class. **Electives/special classes** - Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.

Nuisance Items - Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others. Items considered a nuisance or distraction such as a laser light pen, noise makers, or other items as deemed by the administration that deter from the educational process or school mission, are strictly prohibited, will be confiscated, and may or may not be returned to a parent or guardian.

Snow - Snow handling is prohibited.

Meetings - There shall be no meetings in the high school unless they have been properly scheduled with the Principal, Activities Director and sponsor. Sponsors must be present and involved with the planning of these meetings. Class meetings before and after school are encouraged. Noon meetings are acceptable if cleared with administration.

Backpacks - Backpacks are allowed in the building but are not allowed in the classroom due to excessive clutter and potential hazards in case of an emergency. Backpacks are to be placed in the locker prior to attending classes. Backpacks that are made of a clear/see-through material may be used but are not allowed in the classroom. Students are issued lockers to store their belongings therefore it is not necessary for them to carry several classes worth of materials with them. Administration will determine what is considered to be a backpack.

Parking - Student parking should be on the oiled streets east of the high school and the adjacent curbed area south of the school building. The school owns the two parking lots east of the school and students are encouraged to park there as well. Please, no parking in the faculty stalls in the south lot or the yellow marked areas in front of the school. Correct parking procedures should be used. Please do not park in front of any home driveway. No parking in handicapped zones. To comply with state law pupils driving cars on school permits must drive directly to and from school and school activities. Administration reserves the right to deny parking to students who abuse the privilege.

Skip Day - There will not be a 'SNEAK DAY' for any student, school group or school organization. Any student involved in such activities will be considered unexcused and will be required to make up missed school time in accordance with established procedures.

Study Hall - A study period is conducted for students who qualify for a study hall. A small number of regulations or policies is necessary in study halls in order to avoid confusion and to create an atmosphere conducive to a fair and equitable situation for all students involved. All passes from the study hall must be signed by the teacher that originates the pass and also by the individual in charge that the student contacted away from the study hall. Passes to the library/media center to do research must be initiated by the teacher making the assignment and must be made out in advance of the time the study hall meets.

g) **Network, E-Mail, Internet and Other Computer Use Rules:**

1) **General Rules:**

- a) The network is provided to staff and students to conduct research and communicate with others. Access to network services is given to staff and students who have agreed to act in a responsible manner. Parental permission is required for student use. Access for all staff and students is a privilege and not a right.
- b) Individual users of the district network are responsible for their behavior, actions, problems, and communications involving and over the network. Users will comply with district rules and will honor the agreements they have signed. Beyond clarification of such rules, the district is not responsible for restricting, monitoring, editing, or controlling the

information, equipment or communications of individuals utilizing the network or the end product or result of such utilization.

- c) Network storage areas shall be treated like school lockers for students. Network administrators may review files, information, equipment, messages and communications of staff and students to maintain system integrity and ensure that users are using the network system responsibly. Users should not expect that files or any information stored or otherwise used or retained on the network, district servers, or in computers, will be private. No reasonable expectation of privacy shall exist in relation to network use.
 - d) Users should not expect, and the district does not warrant, any information or products obtained from the network, that files or information stored, obtained or used on the network will be private, and use of the network waives and relinquishes all such privacy rights, interests or claims to confidentiality the user may have under state or federal law.
 - e) The district will not be liable for, and does not warrant in any way, purchases made by any user over the network. Users shall not make purchases of goods and/or services via the district's network.
- II) Policy and Rules for Acceptable Use of Computers and the Network: The following policy and rules for acceptable use of computers and the network, including Internet, shall apply to all district administrators, faculty, staff and students. The term "Users", as contained herein, shall apply to all such individuals. The Superintendent, or the Superintendent's designee, is hereby delegated all authority and is the ultimate person in charge of the district network and technology resources or equipment, and the same shall also be under the direct supervision of the site or building administrator where located, sometimes herein called "network administrators."
- a) Users shall not erase, remake, or make unusable anyone else's computer, information, files, programs or disks. In addition to any other disciplinary action or legal action that may occur, any user violating this rule shall be liable for any and all damages to the computer, information, files, programs or disks.
 - b) Users shall not let other persons use their name, account, log-on password, or files for any reason (except for authorized staff members).
 - c) Users shall not use or try to discover another user's account or password.
 - d) Users shall not use the computers or network for non-instructional or non-administrative purposes (e.g., games or activities for personal profit).
 - e) Users shall not use the computer for unlawful purposes, such as illegal copying or installation of unauthorized software.
 - f) Users shall not copy, change, or transfer any software or documentation provided by teachers, or other students without permission from the network administrators.
 - g) Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code, software or information designed to self-replicate, damage, or otherwise hinder the performance of the network or any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
 - h) Users shall not use the computer to annoy or harass others with language, images, or threats. Users shall not access, accept, create or send any obscene, vulgar, lewd, tasteless, or objectionable messages, information, language, or images.
 - i) Users shall not damage the network or equipment, damage information belonging to others, misuse network resources, or allow others to misuse network resources. In addition to any other disciplinary action or legal action that may occur, any user violating this, or any other rule shall be liable for any and all damages to the computer, network, information, files, programs or disks.

- j) Users shall not tamper with computers, networks, printers, or other associated equipment except as directed by the teacher or network administrator. Users shall not deface or alter the appearance of the computer or bags.
 - k) Users shall not take technology equipment (hardware or software) from the school grounds or remove such from computer work areas without written permission of the network administrator.
- III) Etiquette and Rules for Use of Computers and the Network: All users of computers and the network are expected to abide by the generally accepted rules of network etiquette. Informal rules of behavior have evolved for the use of and communication on the network, Internet and other on-line services. Breaches can result in harsh criticism by others. These rules of behavior include (but are not limited to) the following:
- a) Be polite. Do not become abusive in your messages to others.
 - b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language, message, information or images.
 - c) Do not reveal your personal account, address or phone numbers, or that of other students or colleagues.
 - d) Note that electronic mail (e-mail) is specifically not guaranteed to be private. People who operate the system do have access to mail. Messages relating to or in support of illegal activities may be reported to the authorities. Messages which violate the rules will result in disciplinary action.
 - e) All communications and information accessible via the network should be assumed to be private property of others.
 - f) Do not place unlawful information on any network system.
 - g) Keep paragraphs and messages short and to the point. Focus on one subject per message.
 - h) Include your signature at the bottom of e-mail messages. Your signature footer should include your name, position, affiliation, and network or Internet address.
 - i) Other rules may be established by the network administrators or teachers from time to time.
- IV) Computer Network Use by Students
- a) Education About Appropriate On-Line Behavior
 - (i) School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
 - b) Staff will specifically educate students on
 - (i) Appropriate interactions with other individuals on social networking websites and in chat rooms.
 - (ii) Cyberbullying awareness and response.
 - c) The School District's technology coordinator shall inform staff of this educational obligation and shall keep records of the instruction which occurs in compliance with this policy
- V) Penalties for Violation of Rules: All of the policies, rules, and procedures for acceptable use of computers and the network are intended to make the computers and the network more reliable for users. They are also intended to minimize the burden of administrating the networks so that more time can be spent on education and enhancing services. Use of the computer and access to telecommunications resources is a privilege and not a right. Violation of the policies, rules, and procedures concerning the use of computers and the network may result in disciplinary action up to, and including, loss of access, suspension and/or expulsion of students from school and loss of access, suspension, termination, non-renewal or cancellation of the contract of administrators, teachers, or other school employees.

VI) Student and Parent Agreements: Students and parents may be required to sign a computer and network use agreement as a condition of the student being permitted to use such equipment.

f) Risks of Facebook and other Social Networking:

The purpose of this message is to give our students information about the risks of using Facebook and other social networking sites.

These sites are public sources of information. The information may be seen by your school administrators, your parents, and law enforcement. It is also accessible to people who you don't even know now but may later want to impress—such as university admissions and scholarship officials and prospective employers. In fact, many large companies now search the internet as a means of conducting background checks on job applicants. What you say now on social networks may affect you years later.

What you say now on social networks may also affect you right now. Pictures or writings that show that you have violated student conduct rules may result in school discipline. A picture of a student drinking a beer may very well lead to a suspension from activities if the school learns about it. Criminal charges may be filed against you based on information posted on social networks.

Here are some common sense guidelines that you should follow when using social networks and the Internet in general:

- I) Don't forget that your profile and social networks forums are public spaces. Don't post anything you wouldn't want the world to know (e.g., your phone number, address, IM screens name, or specific whereabouts).
- II) Avoid posting anything that would make it easy for a stranger to find you, such as where you hang out every day after school.
- III) People aren't always who they say they are. Be careful about adding strangers to your friends list. It's fun to connect with new social network friends from all over the world but avoid meeting people in person whom you do not fully know.
- IV) Harassment hate speech and inappropriate content should be reported. If you feel someone's behavior is inappropriate, react. Talk with a trusted adult or report it to the social networks or the authorities.
- V) Don't post anything that would embarrass you later. Think twice before posting a photo or info you wouldn't want your parents or boss to see!

We urge all students to following these commonsense guidelines.

Section 4 Reporting Student Law Violations:

- 1) Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
- 2) When a Principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the Principal or other school official will take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken. An exception applies when a minor has been taken into custody as a victim of suspected child abuse; in that event the Principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Reporting Requirement to Law Enforcement

- 1) Violations of this section will result in a report to law enforcement if:

- a) The violation includes possession of a firearm;
- b) The violation results in child abuse;
- c) It is a violation of Nebraska Criminal Code that the administration believes cannot be adequately addressed by discipline from the school district;
- d) It is a violation of Nebraska Criminal Code that endangers the health and welfare of staff or students; or
- e) It is a violation of Nebraska Criminal Code that interferes with school purposes.

Section 5 Protection of Student Rights

The Board of Education respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA). The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. The approximate dates during the school year when a survey requesting personal information as defined in the Protection of Pupil Rights policy is scheduled are as follows: January to May of the current school year. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

ACT Exam

Students taking the ACT Exam will be prompted to complete a short, optional questionnaire addressing a number of topics. If you wish to review this questionnaire prior to the administration of the exam, please submit a written request to the superintendent.

Article 9 - State and Federal Programs

Section 1 Notice of Nondiscrimination

Perkins County School does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status in the admission, access to its facilities or programs or activities, treatment, or employment.

: or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_biling_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- 1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- 2) Fax: (202) 690-7442; or
- 3) Email: program.intake@usda.gov

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the school district. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

Section 2 Designation of Coordinators

Any person having concerns or needing information about the District's compliance with anti-discrimination laws or policies should contact the District's designated Coordinator for the applicable anti-discrimination law.

The Coordinator may be contacted at: Office of the Superintendent 740 Sherman Ave., Grant, Nebraska 69140 telephone number 308-352-4735

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

Section 3 Anti-discrimination & Harassment Policy

Elimination of Discrimination. The Perkins County Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination of Students.

Purpose: Perkins County Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, Perkins County Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;

Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time.

The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Complaint and Grievance Procedures:

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Perkins County Schools. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

Section 4 Multicultural Policy

The philosophy of the District's multicultural education program is that students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races (including but not be limited to African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans) and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races. The mission shall also include preparing students to eliminate stereotypes and discrimination or harassment of others based on ethnicity, religion, gender, socioeconomic status, age, or disability.

Section 5 Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973

The following is a description of the rights granted to qualifying students with disabilities under Section 504 of the Rehabilitation Act. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

- 1) Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
- 2) Have the school district advise you of your rights under federal law.
- 3) Receive notice with respect to identification, evaluation or placement of your child.
- 4) Have your child receive a free appropriate public education.
- 5) Have your child receive services and be educated in facilities which are comparable to those provided to every student.
- 6) Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
- 7) Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
- 8) Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
- 9) Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
- 10) Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent.)
- 11) File a local grievance.

Section 6 Communication with the Public about Reported Threats - (Team Assessment Team)

To the extent possible, the team will keep members of the school community informed about possible threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, and 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.

Section 7 Notification of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

- 1) The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

- 2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write the school principal; clearly identify the part of the record they want changed and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- 3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

- 4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office U.S. Department of
Education 400 Maryland Avenue, S.W. Washington,
D.C. 20202-4605

Notice Concerning Directory Information

The District may disclose directory information. The types of personally identifiable information that the District has designated as directory information are as follows:

- 1) Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
- 2) School and dates of attendance;
- 3) Student's current grade;
- 4) Student's enrollment status (e.g. full-time or part-time);
- 5) Student's date of birth and place of birth;

- 6) Student's extra-curricular participation;
- 7) Student's achievement awards or honors;
- 8) Student's weight and height if a member of an athletic team;
- 9) Student's photograph; and
- 10) School or school district the student attended before he or she enrolled in Perkins County Schools.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two (2) weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information.

The District may disclose information about former students without meeting the conditions in this section.

The District's policy is for education records to be kept confidential except as permitted by the FERPA law, and the District does not approve any practice which involves an unauthorized disclosure of education records. In some course's student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District does not either approve or disapprove such teaching practices and designates such student work as directory information and/or as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

Non-Directory Information

All of the other personally identifiable information about students that is maintained in the school district's education records will generally not be disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review

an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

The district will share information with the Department of Education necessary to comply with the requirement of state law that all third- year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Notice Concerning Designation of Law Enforcement Unit:

The District designates the Perkins County Police Department as the District's "law enforcement unit" for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools.

Section 8 Notice Concerning Disclosure of Student Recruiting Information

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses, and telephone listings of high school students unless parents have notified the school district in writing that they do not want this information disclosed without prior written parental consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Parents who *OBJECT* to the disclosure of any directory information about their student should write a letter to the principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released. This letter must be received by the school district no later than the first full week of school.

Section 9 Notice Concerning Staff Qualification's

Federal regulations give parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. Upon request, the District will give parents/guardians the following information about their child's classroom teacher:

- 1) Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- 2) Whether the teacher is teaching under an emergency or provisional teaching certificate.
- 3) The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, the District will give timely notice to you if your child has been assigned or has been taught for four (4) or more consecutive weeks by a teacher who does not meet the requirements of the Act.

Section 10 Student Privacy Protection Policy

It is the policy of Perkins County Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties: Parents shall have the right to inspect, upon the parent's request, a survey created by and

administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.

Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive: The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed "Definition of Surveys of Matters Deemed to be Sensitive"), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Right of Parents to Inspect Instructional Materials: Parents have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term "instructional materials" for purposes of this policy. The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five (5) school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings. The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parental opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Protection of Student Privacy in Regard to Personal Information Collected from Students: The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information. "Personal information" for purposes of this policy means individually identifiable information about a student including: a student or parent's first and last name, home address, telephone number, and social security number. The term "personal information," for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement

information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

Parental Access to Instruments used in the Collection of Personal Information: While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received. The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five (5) school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy: The District provides parents with reasonable notice of the adoption or continued use of this policy and other policies related to student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events: The District will directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information).

Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and,

Any non-emergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students.

(Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parental opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required

by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities.

In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive: Any survey containing one or more of the following matters shall be deemed to be “sensitive” for purposes of this policy:

- 1) Political affiliations or beliefs of the student or the student’s parent;
- 2) Mental or psychological problems of the student or the student’s parent;
- 3) Sex behavior or attitudes;
- 4) Illegal, anti-social, self-incriminating or demeaning behavior;
- 5) Critical appraisals of other individuals with whom the student has close family relationships;
- 6) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- 7) Religious practices, affiliations, or beliefs of the students or the student’s parent;
- 8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Section 11 Parental Involvement Policies

1) General - Parental/Community Involvement in Schools:

Perkins County Schools welcomes parental involvement in the education of their children. We recognize that parental involvement increases student success. It is the District’s policy to foster and facilitate, to the extent appropriate and in their primary language, parental information about, and involvement in, the education of their children. Policies and regulations are established to protect the emotional, physical and social well-being of all students.

- a) Parental involvement is a part of the ongoing and timely planning, review and improvement of district and building programs.
- b) Parents are encouraged to support the implementation of district policies and regulations.
- c) Parents are encouraged to monitor their student’s progress by reviewing quarterly report cards and attending parent-teacher conferences.
- d) Textbooks, tests and other curriculum materials used in the district are available for review by parents upon request.
- e) Parents are provided access to records of students according to law and school policy.
- f) Parents are encouraged to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher or counselor and administrator. Parents’ continued attendance at such activities will be based on the students’ well-being.
- g) Testing occurs in this school district as determined to be appropriate by district staff to assure proper measurement of educational progress and achievement.
- h) Parents submitting written requests to have their student excused from testing, classroom instruction and other school experiences will be granted that request when possible and educationally appropriate. Requests should be submitted to the proper teacher or administrator within a reasonable time prior to the testing, classroom instruction or other school experience and should be accompanied by a written explanation for the request. A plan for an acceptable alternative shall be approved by the proper teacher and administrator prior to, or as a part of, the granting of any parent request.

- i) Participation in surveys of students occurs in this district when determined appropriate by district staff for educational purposes. Parents will be notified prior to the administration of surveys in accordance with district policy. Timely written parental requests to remove students from such surveys will be granted in accordance with district policy and law. In some cases, parental permission must be given before the survey is administered.
- j) Parents are invited to express their concerns, share their ideas and advocate for their children's education with board members, administrators and staff.
- k) School district staff and parents will participate in an annual evaluation and revision, if needed, of the content and effectiveness of the parental involvement policy.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

- a) An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
- b) An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination, and integration with other Federal, State, and district programs, and evaluations of progress.
- c) Opportunities for participation in parent involvement activities, such as training to help parents work with their children to improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.
- d) The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
- e) Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
- f) The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
- g) The district will educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

2) Title I Parental Involvement Policy:

The District's Title I Parental Involvement Policy is established in compliance with the No Child Left Behind Act. The District has a parental involvement policy applicable to parents of all children. The parental involvement policy applicable to parents of all children is not replaced by this Title I Parental Involvement Policy and shall continue to be applicable to all parents, including parents participating in Title I programs.

It is the policy of the District to implement programs, activities, and procedures for the involvement of parents in Title I programs consistent with the Title I laws. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children.

Expectations for Parental Involvement: It is the expectation of the District that parents of participating children will have opportunities available for parental involvement in the programs, activities, and procedures of the District's Title I program. The term "parental involvement" means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in this parental involvement policy. The District intends to meet this expectation through the following activities:

- a) Involving parents in the joint development of the District's Title I plan and the processes of school review and school improvement.
- b) Providing coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance.
- c) Building the schools' and parents' capacity for strong parental involvement.
- d) Coordinating and integrating parental involvement strategies under Title I with parental involvement strategies under other programs.
- e) Conducting, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served under the Title I program, including identifying barriers to greater participation by parents in Title I programs, with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental involvement policies of the District.
- f) Involving parents in the activities of the schools served under Title I.

Policy Involvement: Each school served under the Title I program will:

- a) Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under the Title I program and to explain the requirements of the Title I program.
- b) Offer a flexible number of meetings, such as meetings in the morning or evening. If sufficient funds are provided for this purpose, the District may assist parental involvement in such meetings by offering transportation, child care, or home visits.
- c) Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs.
- d) Provide parents of participating children: (1) timely information about programs under Title I, (2) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and (3) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
- e) If the District operates a school-wide program under Title I and such plan is not satisfactory to the parents of participating children, submit any parental comments on the plan when the school makes the plan available to the District.

Shared Responsibilities for High School Student Academic Achievement: As a component of the District's parental involvement policy, each school served under the Title I program will jointly develop with parents for all children served under the Title I program a school-parent compact that outlines how parents, the entire

school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall: (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State's student academic achievement standards and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: (i) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement; (ii) frequent reports to parents on their children's progress; and (iii) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.

Building Capacity for Involvement: To ensure effective involvement of parents and to support a partnership among the District, parents, and the community to improve student academic achievement, each school participating in the Title I program and the District: (1) shall provide assistance to participating parents, as appropriate, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of Title I and how to monitor a child's progress and work with educators to improve the achievement of their children; (2) shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement; (3) shall educate teachers, student service personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teacher Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand; (6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training; (7) may provide necessary literacy training from funds received under Title I if the District has exhausted all other reasonably available sources of funding for such training; (8) may pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions; (9) may train parents to enhance the involvement of other parents; (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation; (11) may adopt and implement model approaches to improving parental involvement; (12) may establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs supported under Title I; (13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and (14) shall provide such other reasonable support for parental involvement activities under Title I as parents may request.

Accessibility: In carrying out the parental involvement activities for this Title I Parental Involvement policy, the District shall provide full opportunities for the participation of parents with limited English proficiency, parents

with disabilities, and parents of migratory children, including providing information and school reports required under Title I in a format and, to the extent practicable, in a language such parents understand.

Use, Distribution, and Updating of this Policy: This Title I Parental Involvement Policy shall be incorporated into the District's Title I plan, shall be distributed to parents of participating children, shall be made available to the local community, and shall be updated periodically to meet the changing needs of the parents and the school.

Section 12 Homeless Students Policy

Homeless children for purposes of this Policy generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable federal and state law.

No Stigmatization or Segregation of Homeless Students: It is the District's policy and practice to ensure that homeless children are not stigmatized or segregated by the District on the basis of their status as homeless.

Homeless Coordinator: The Homeless Coordinator shall serve as the school liaison for homeless children and youth and shall ensure that: (1) homeless children are identified by school personnel; (2) homeless children enroll in, and have a full and equal opportunity to succeed in, school; (3) homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services; (4) the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and provided with meaningful opportunities to participate in the education of their children; (5) public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens; (6) enrollment disputes are mediated in accordance with law; and (7) the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. The Homeless Coordinator may designate duties hereunder as the Homeless Coordinator determines to be appropriate.

Enrollment of and Services to Homeless Children: A homeless child shall be enrolled in compliance with law and be provided services comparable to services offered to other students in the school in which the homeless child has been placed. Placement of a homeless child is determined based on the child's "school of origin" and the "best interests" of the child. The "school of origin" means the school that the child attended when permanently housed or the school in which the child was last enrolled. Placement decisions shall be made according to the District's determination of the child's best interests, and shall be at either: (1) the child's school of origin for the duration of the child's homelessness (or, if the child becomes permanently housed during the school year, for the remainder of that school year) or (2) the school of the attendance area where the child is actually living. To the extent feasible, the placement shall be in the school of origin, except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian as provided in Nebraska Rule 19.

If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal. The process to resolve disputes concerning the enrollment or placement of a homeless child or youth is as follows:

- a) The district shall provide a written response and explanation of a decision regarding any complaint or dispute of a parent, guardian or other person having legal or actual charge or control of a homeless child or youth within thirty (30) calendar days of the time such complaint or dispute is brought;
- b) The enrollment of the homeless child or youth in the school where enrollment is sought during the time such dispute is being considered;
- c) And notice of the right to appeal as provided in Nebraska Rule 19.

Any parent, guardian or other person having legal or actual charge or control of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner of the Nebraska Department of Education within thirty (30) calendar days of receipt of the decision. Such appeals are informal and shall be submitted to the Commissioner in writing, as outlined in Nebraska Department of Education Rule 19, Section 005.03. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

Transportation will be provided to homeless students, to the extent required by law and comparable to that provided to students who are not homeless, upon request of the parent or guardian of the homeless child, or by the Homeless Coordinator in the case of an unaccompanied youth, as follows: (1) if the homeless child's school of origin is in the District, and the homeless child continues to live in the District, transportation to and from the school of origin shall be provided by the District; and (2) if the homeless child lives in a school other than the District, but continues to attend Perkins County Schools based on it being the school of origin, the new school and Perkins County Schools shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin and, if they are unable to agree, the responsibility and cost for transportation shall be shared equally.

Section 13 Breakfast and Lunch Programs

1. School Food Authorities (SFAs) participating in the National School Lunch Program, School Breakfast Program, After School Snack Program or Special Milk Program must include the nondiscrimination statement in their student handbook in the section that addresses access to or information about the school meals program. It must also be included on the school's web site if school meal information is available.

Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or

write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov This institution is an equal opportunity provider.

If the material is too small to permit the full statement to be included, the material will at a minimum include this statement, in print no smaller than the text: "This institution is an equal opportunity provider."

2. The USDA "And Justice for All" poster must be displayed at each feeding site in a location that is visible to students during meal service.

3. Provide appropriate translations of materials concerning the availability and nutritional benefits of the school meals program, as needed. This requirement can be met through the use of bilingual staff members, volunteers and/or informational materials in appropriate languages.

4. Follow this procedure for Accepting and Filing Complaints of Discrimination in the School Meals Program

- **RIGHT TO FILE A COMPLAINT:** Any person alleging discrimination based on race, color, national origin, sex, age or disability has a right to file a complaint within 180 days of the alleged discriminatory action.
- **ACCEPTANCE:** All complaints, written or verbal, shall be accepted by the School Food Authority CIVIL RIGHTS (SFA) and forwarded to the Administrator of the Nebraska Department of Education - Nutrition Services within five days. It is necessary that the information be sufficient to determine the identity of the agency or individual toward which the complaint is directed, and to indicate the possibility of a violation. Anonymous complaints shall be handled as any other complaint.
- **VERBAL COMPLAINTS:** In the event that a complainant makes the allegation verbally or through a telephone conversation and refuses or is not inclined to place such allegations in writing, the person to whom the allegations are made shall write up the elements of the complaint for the complainant.

Every effort should be made to have the complainant provide the following information:

- 1) Name, address and telephone number or other means of contacting the complainant.
- 2) The specific location and name of the entity delivering the program service or benefit.
- 3) The nature of the incident(s) or action(s) that led the complainant to feel discrimination was a factor
- 4) The basis on which the complainant feels discrimination exists (race, color, national origin, sex, age or disability).
- 5) The names, titles and addresses of persons who may have knowledge of the discriminatory action(s).
- 6) The date(s) during which the alleged discriminatory action occurred, or if continuing, the duration of such actions.

5. Train staff on civil rights annually. Specific subject areas to include:

- **COLLECTING AND USING DATA:** Data is collected on ethnicity and race. Parent self-declares. If they do not report, SFA staff will code based on perception. All program materials must be stored in an area of restricted access and retained for three years.
- **EFFECTIVE PUBLIC NOTIFICATION SYSTEMS:** Display the "And Justice for All" poster, include the nondiscrimination statement on program materials, provide information in other languages and alternative formats as needed and convey equal opportunity in all photos and other graphics on websites, publications, etc.
- **COMPLAINT PROCEDURES:** Procedures must be established to accept complaints or grievances based on race, color, national origin, sex, age, or disability. Participants must be advised of their right to file a

complaint, how to file a complaint, and the complaint procedures. If there is a complaint, the SFA must contact the Nebraska Department of Education – Nutrition Services.

- COMPLIANCE REVIEW TECHNIQUES: Ensure civil rights requirements are being followed during review process.
- RESOLUTION OF NON-COMPLIANCE: Inappropriate actions must cease. A corrective action plan is required, and appropriate procedures must be implemented.
- REQUIREMENTS FOR REASONABLE ACCOMMODATION OF PERSONS WITH DISABILITIES: Entrances and exits must exist to accommodate the disabled. Braille signage and alternative arrangements for service must be available, when needed.
- REQUIREMENTS FOR LANGUAGE ASSISTANT: Bilingual personnel and materials must be provided depending on need, resources available and cost.
- CONFLICT RESOLUTION: Use alternative dispute resolution techniques when necessary. Treat others with respect.
- CUSTOMER SERVICE: “Treat others the way they want to be treated (or at least be aware of what that is).”

6. Attach documentation of annual training, including date and attendance roster.

Section 14 Title IX

Title IX Policy and Grievance Procedures

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), 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), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a), 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

5.1.4.4. 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. Determination Regarding Responsibility

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

5.6.2. 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.

5.6.3. 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:

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

5.6.3.2. 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;

5.6.3.3. Findings of fact supporting the determination;

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

5.6.3.5. 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

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

5.6.4. 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.

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

5.7. **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.

5.7.1. **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 5.7.2 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.

5.7.2. **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:

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

5.7.2.2. 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

5.7.2.3. 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.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. 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;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. **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:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. 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;

5.8.1.3. 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

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

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

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

5.9. **Recordkeeping.**

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

5.9.1.1. 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;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. 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.

5.9.2. 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.

PARENTAL AUTHORIZATION AND RELEASE FORM
ADMINISTRATION OF NON- PRESCRIPTION DRUGS TO STUDENTS

While the administration of medications to students should be scheduled outside of school hours whenever possible, occasionally it may be necessary for school personnel to administer nonprescription drugs to a student as authorized by the student's parents, guardians, or medical professionals and state law. School personnel will only dispense those nonprescription drugs which have been approved by state and federal law for use as a drug and meet the definition of nonprescription drugs in Nebraska's Medication Aide law which states:

Nonprescription drugs means nonnarcotic medicines or drugs which may be sold without a medical order and which are prepackaged for use by the consumer and labeled in accordance with the requirements of the laws and regulations of this state and the federal government.

In order for students to be administered nonprescription medication by school personnel, a parent or guardian must:

- Complete and return this authorization form.
- Provide the district with any nonprescription drugs you wish to be administered in its original container from the manufacturer, which must include legible, unadulterated manufacturer instructions. The container must be labeled with the student's name.
- Provide the district with specific written instructions regarding the requested nonprescription drug's administration, including the date(s) the student is to be administered the drug, the dosage to be administered, the frequency of administration, and any other details or conditions relevant to administration.

School personnel will not administer nonprescription drugs in a manner inconsistent with the manufacturer instructions or state law. School personnel will not administer non-prescription drugs that is expired.

The undersigned are the parent(s), guardian(s), or person(s) in charge of

(name of the student)

I authorize and request school personnel to administer nonprescription drugs to my student. I release the school district, its officials, and employees from any and all liability concerning the administration of nonprescription drugs to my student.

DATED this ____ day of _____, 20__.

Parent/Guardian

RECORD OF SELF-ADMINISTRATED MEDICINE

Parent's Phone _____

Student Name _____ Grade _____

Date to Begin _____ Date to End _____

Name of Medication _____

Dosage of Medication _____ Time _____

Doctor _____ Phone #1 _____

Phone # _____

Possible Adverse Reaction: _____

**RECEIPT OF 2022-2023 STUDENT - PARENT HANDBOOK
OF Perkins County Jr/Sr High School**

This signed receipt acknowledges receipt of the 2022-2023 Student-Parent Handbook of Perkins County Jr/Sr High School. It is understood that the handbook contains student conduct and discipline rules and information about Safe and Drug-Free Schools and that the undersigned, as student, agrees to follow such conduct and discipline rules. This receipt also serves to acknowledge that it is understood that the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used to respond to harassment or discrimination.

Date: _____

Date: _____

Student's Signature

Parent or Legal Guardian's Signature

Return to:

Perkins County Jr/Sr High School

AVAILABILITY OF HANDBOOKS

The 2022-2023 Student-Parent Handbook of Perkins County Schools is available on the internet at <http://www.perkinscountyschools.org/>.

Because of the expense of printing the handbooks, we are asking that you consider using the internet to access and review the 2022-2023 Student Parent Handbook. Using the internet to access the handbook will allow the district to direct printing dollars to instructional needs and eliminate the need for you to search for your handbook when you have questions throughout the year. Thank you for considering this new use of technology to improve school-home communication.

Please return to the Principal's Office by **August 18, 2022**. This will allow us time to get the Handbook to all students and parents before school starts while avoiding the necessity of printing more copies of the Handbooks than necessary.

Thank you for providing the 2022-2023 Student-Parent Handbook online. I will review it on the internet. My signed receipt below acknowledges receipt of the Handbook in a satisfactory manner via the internet.

I prefer a paper copy of the Handbook.

Name

Student Handbook updates:

- Alignment of Beginning of School time and Tardy Bell to 8:00am

(located on pg. 8 of handbook)

- Change in 3/4th Lunchtime by five minutes, time will be changed to

11:55-12:25 replacing the 12:00-12:30 time (located on pg. 8 of

handbook)

Change in Cafeteria Prices, updates include:

- Pre-6 breakfast - \$1.80 to \$2.00
- Will add: Adult Breakfast - \$2.40 - Lunch
- PreK-6 lunch - \$3.00 to \$3.20
- Adult Lunch- \$4.00 to \$4.20
- Extra Milk- \$.50 to \$0.75
- Extra Entrée- \$1.00 to \$1.50 (located on pg. 10 of handbook)

- Title IX update 2022 - located on pg. 66-84 of handbook
- 2022-2023 Elementary Handbook (new/updated items are highlighted yellow)

2022-2023

Student-Parent Handbook

Of

Perkins County Elementary

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**Perkins County Elementary School Student-Parent Handbook
2021-22 School Year**

Forward

Section 1 - Intent of Handbook

The intention of this handbook is to be used by students, parents, and staff as a guide to the rules, regulations, and general information about Perkins County Elementary School. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day, or school year. This handbook does not create a “contract.” 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 and the educational program. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise 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.

Notice of Non-discrimination

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the school district. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

Section - 2 Members of the Board of Education

Mr. Chris Fryzek, President

Mrs. Holly Cornelius, Vice President

Mrs. Val Foster, Secretary

Mr. Jayson Bishop, Treasurer

Mrs. Angela Gloy, Member

Mrs. Amy Kroeker, Member

Section - 3 Administrative Staff

Name	Position	School
Mr. Phillip Picquet	Superintendent	Jr./Sr High
Mr. Ben Jones	Jr./Sr. High Principal	Jr./Sr. High
Mrs. Nancy Sorensen	Elementary Principal	Elementary
Mr. Dean Friedel	Activity Director	Jr./Sr. High

Section - 4 Teaching Staff

Elementary School

Mrs. Brandie Ross	Preschool
Mrs. Erin Fisher	Kindergarten
Mrs. Tammy Hutcheson	Kindergarten
Mrs. Sarah Loeffler	1st
Mrs. Cheri McCormick	1st
Mrs. Carissa Cornelius	2nd
Mrs. Sara Pochon	2nd
Mrs. Jill Richmond	3rd Reading, 3rd/4th Language Arts
Mrs. Lindsey Cunningham	3rd Reading, 3rd/4th Science
Miss Samantha Snogren	4th Reading, 3rd/4th Math
Mr. Steve Snyder	4th Reading, 3rd/4th Social Studies
Mrs. Amanda Wood	5th Reading, 5th/6th Science
Mrs. Tara Schwanebeck	5th Reading, 5th/6th Social Studies
Mr. Shayne Hite	6th Reading, 5th/6th Math
Ms. Megan Dormann	6th Reading, 5th/6th Language Arts
Mrs. Angela Dickey	Title I
Mrs. Jonette Kemling	K-6 Special Education

	K-6 Special Education
Mr. Shawn Cole	K-6 Physical Education
Ms. Rochelle Hazelton	K-6 Vocal Music
Ms. Rochelle Hazelton	5th/6th Band
Mr. Tyler Mahnken	K-6 Music/Band
Mrs. Michelle Snyder	K-12 ELL
Mrs. Geraldean Walker	K-6 Counselor
Mrs. Erica Turner	Media
Mrs. Deanne Bishop	High Ability Learning
Mrs. Nicole Long	K-6 Art, Assessment Coordinator

Article 1

Section 1- Mission Statement

The mission of Perkins County Schools is to develop capable, responsible, lifelong learners who demonstrate those skills necessary for achieving academic and occupational success in a global society.

This can be attained through providing-

1. A quality and caring staff, committed to academic excellence
2. A climate conducive to learning
3. A progressive, dynamic, comprehensive, and challenging curriculum
4. Fiscal responsibility, sound management, and community involvement
5. A framework for advancing the use of technology in every aspect of the educational process

Section 2 - Expectations

Perkins County Elementary will operate with three important expectations in mind. This includes all staff, students, and visitors in our building.

1. **Be Safe**
2. **Be Responsible**
3. **Be Respectful**

Section 3 - Communication Channels

Board Policy-301.04

Questions and concerns shall be resolved at the lowest organizational level nearest the complaint. School employees shall be responsible for conferring with their immediate supervisor on questions and concerns.

Students and other members of the school district community shall confer with a certified employee and then with the principal.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within five school days of their discussion with the principal. If there is no resolution or plan for resolution within five days of the individual's discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. The action of the board will be final.

Article 2- School Day

Section 1- Daily Schedule

7:45- School Personnel on duty

7:55- Playground Bell Rings

8:00- School Begins

8:05- Tardy Bell - remove, have only 8:00 - School Begins

3:30- K-6 Dismissal

3:45- School Personnel off duty

Preschool

8:00-11:00- Morning Classes

12:30-3:30- Afternoon Classes

Cafeteria Schedules

7:30-8:00 - Breakfast

11:00-11:30 - K-2nd Grade Lunch

11:55-12:25 - 3rd and 4th Grade Lunch

12:30-1:00 - 5th and 6th Grade Lunch

Office Hours

7:00-4:00

Friday Schedule

Perkins County Schools will dismiss at 2:30 p.m. each Friday and buses will run accordingly.

Section 2 - Shortened Schedules

Due to staff development and holiday schedules, there are days throughout the school year when students will be dismissed on a shortened schedule. There may also be days where the elementary building is in session while the junior high/senior high school is not in session due to high school sponsored activities that require the high school building's use for hosting those activities.

Section 3 - Severe Weather and School Cancellations

The superintendent may cancel classes due to severe weather. The district will notify local media when inclement weather warrants such action. The information is shared on local television and radio stations. The district may also utilize the automatic emergency contact system for parents to receive text and phone alerts. Please contact the district office with phone numbers you wish to have added or changes to the automated system. Please do not call the school offices to inquire about school closings. Parents are encouraged to

have an emergency contact the school may call if necessary. Should you have changes in your child's transportation, please email Mrs. Summers. laurie.summers@perkinscountyschools.org

After school starts

Every attempt will be made to avoid closing school once classes are in session. However in some circumstances, it is necessary to get children safely home before the worst of the storm hits. Please have a plan in place for your child should this happen.

Parental Decisions

Parents may decide to keep their children home in inclement weather. Students absent because of weather will be marked absent by parent request.

Section 4 - Open-Closed Campus

All students are required to remain on campus during the school day. Parents who wish their child to be released for lunch on a regular basis should provide a written note to the office. The student should sign out and back in upon return.

Section 5 - Supervision Responsibility Before/After School

Arrival At School/Dismissal From School

Students are expected to arrive at school no earlier than 7:30 if the child eats breakfast at school, and 7:45 if they are not eating breakfast. Should students arrive at school prior to 7:45, and do not intend to eat breakfast, they may go directly to the playground. Prior to that time, the school is not responsible for supervision of the students.

Students are dismissed at 3:30 p.m., when they are asked to leave the school grounds, unless remaining at school for certain circumstances (tutoring, detention, etc.). The school is not responsible for students who were to leave school grounds and there is no supervision required for students after 3:45 p.m.

Dropping off/Picking Up Students

All students who are not riding district transportation should be dropped off and enter through the front entrance. Students and parents are encouraged to use the crosswalk in front of the school. Do not drop off or pick students up on the south side of the building for the safety of our students boarding and exiting the bus area.

Parents are encouraged to say their goodbyes at the front door and encourage their student to walk to their classroom independently. If it is necessary for a parent to visit with school personnel, please sign in the office and obtain a visitor's pass.

Changes in After-school Plans

Should a student have a change in plans after school, please contact the school office before 3:00 p.m. If a note, email, or call is not received by this time, your child will be instructed to follow the regular plan.

Dismissal Requests

Parents must request by official notice if the school is not to dismiss a student to a designated person, i.e. court order. The parent should supply a copy of this court order to the principal to have on file. Parents are encouraged to keep all emergency contacts current with the office.

Section 6 - Additional Information

Cafeteria Prices

Breakfast

\$1.80 - change to \$2.00

Add - Adult Breakfast - 2.40

Lunch

PreK-6 lunch- \$3.00 - change to 3.20

Adult Lunch- \$4.00 - change to 4.20

Extra Milk- \$.50 - change to .75

Extra Entrée- \$1.00 - change to 1.50

Address Changes/ Student Records

Please keep the school notified of all changes in addresses, phone numbers, and emergency contact changes.

Soliciting

Students are asked not to sell, take orders, or deliver orders during school hours. This can be done after 3:45 p.m.

Birthday Treats, Gifts, and Invitations

Parents or guardians may provide treats for the classmates of their child. This is NOT mandatory. Parents are encouraged to keep it simple and healthy. Parents should notify the teacher prior to sending the treats.

Treats must be pre-packaged so nutrition labels can be reviewed prior to distributing to students. Due to allergies, do not bring anything that contains peanuts or that was processed in a facility that processes peanuts.

Gifts are not to be exchanged at school, unless it is a previously arranged classroom gift exchange.

No invitations for parties outside of the school setting are to be distributed during the school day. Office personnel and teachers are not permitted to release address information for this purpose.

Classroom Celebrations

Each Class is allowed one holiday/classroom celebration per quarter. Participation in these parties is voluntary.

Field Trips

Classroom teachers may plan a field trip as an extension of the grade appropriate curriculum. Field trips are a supplement to the curriculum and a privilege. Should a student not have work completed or has demonstrated inappropriate behavior; the student may not be allowed to attend the field trip. The student is expected to report to school on the day of the field trip to complete any assigned or missing work. Students not in attendance will be marked absent.

Playground/Recess

Should you find it necessary for your child to remain indoors for recess, due to a medical condition, a written note to the office is required. For periods exceeding two days, a written doctor's note is required.

Recess will be held outside unless the weather warrants otherwise. Parents should provide and send all of the necessary clothing to make their child comfortable in the elements. Students need boots and snow pants if there is snow on the ground. Students not appropriately dressed for the weather may not be permitted outside.

If there is snow on the ground and equipment, teachers may require boots and snow pants to play off the cemented area.

Gum and Candy

Gum and candy are a privilege and may be allowed during the school day with classroom teachers' and/or administrator's permission.

Parent Teacher Conferences

Parent Teacher Conferences are held in the fall and in the winter. One conference will be scheduled for each child, unless there is a court order that warrants otherwise.

Article 3- Use of Building and Grounds

Section 1- Visitors

All visitors must check in at the office, sign in, and wear a visitor's badge while visiting the school. All visitors must enter the building through the main entrance on the west side of the building. Parents, guardians, and grandparents visiting a child while in the classroom must get prior approval from the classroom teacher and the principal with reasonable, advance notice. We ask that visitors do not stay for the entire day, as this can be a disruption to the students' routine.

We welcome visitors! In order for your visit to be most meaningful, please call ahead and make arrangements with the classroom teacher. We encourage visitors after the first two weeks of school and before the last two weeks of school. Students that do not attend Perkins County Elementary may not attend school during instructional times. If you want to eat a hot lunch with your child, notify the elementary office by 9:00 a.m. Visitors should pay for their lunch in the office prior to eating with the student.

Section 2 - Standards of Student Conduct Pertaining to Drugs, Alcohol and Tobacco

These standards are in addition to the standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs or alcohol on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as herein-above described shall include, but not be limited to, the following:

1. Possession, use, distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes, including vaping devices.

6. Possession, use or distribution of any tobacco product.

Section 3 - Care of School Property

1. Chairs, tables, or other equipment or furniture must never be removed from any room without consulting the teacher or principal. A teacher's desk and its contents are school property.
2. Students are responsible for the proper care of all books, equipment, supplies, and furniture supplied by the school.
3. Students who disfigure property or do other damage to school property or equipment will be required to pay for the damage done or replace the item.
4. Replacement costs or fines will be determined at the discretion of the building administrator. School-issued items that are stolen or damaged while in the care of the student are the responsibility of the student. Students must pay all fines before they can receive school publications and final grades.

Section 4 - Searches of Lockers and Other Types of Searches

The school owns student lockers, desks, computer equipment, and other such property. The school exercises exclusive control over school property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers and other such property may be conducted at the discretion of the administration.

The following rules apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or a school rule violation. The search is to be conducted in a reasonable manner under the circumstances.
2. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon will be confiscated and delivered to law enforcement officials as soon as practicable.
3. Items that have been or may reasonably be expected to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

Section 5 - Video Surveillance

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors to district property, and to safeguard district facilities and equipment. The superintendent or his designee may use video cameras in locations as deemed appropriate.

Notice is hereby given that video surveillance may occur on district property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, the video recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Unless otherwise authorized by board policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is

made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district's appropriate use and student discipline policies. For example, students are not prohibited from making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

An exception will be made to this policy if photographs or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

Section 6 - Use of Telephone

Students needing to make a phone call should report to the office and receive permission from the principal or office staff.

Section 7 - Bicycles, Skateboards, Scooters, etc....

Bicycles must be parked in the racks provided. The school is not responsible for damage or theft of parts while bicycles are on school property. Skateboards, scooters, and/or hoverboards will not be used during school hours.

Section 8 - Student Valuables

Students are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. The school is not responsible for loss, theft, or damage to student valuables.

Students should not bring items such as athletic equipment, electronic devices, toys, or other similar personal items to school unless they have the prior permission of their classroom teacher or a school administrator.

Section 9 - Lost and Found

Students who find lost items are asked to take them to the lost and found by the office, where the item is to be claimed by the owner. Items unclaimed at the end of each quarter will be donated to a charitable organization.

Section 10 - Accidents

Every accident in the school building, on school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the principal. School staff closest to the incident should fill out an accident report located on the school website.

Section 11 - Insurance

Under Nebraska law the District may not use school funds to provide general student accident or athletic insurance. The District requires that all student participants in athletic programs have injury and accident insurance and encourages all students who are in classes with risk of personal injury or accident to have insurance coverage. The District does not make recommendations nor handle the premiums or claims for any insurance company, agent or carrier. Information about student insurance providers will be available in the school office or on school bulletin boards.

Section 12 - Copyright and Fair Use Policy

The school district complies with federal copyright laws. Students must comply with copyright laws when using school equipment or working on school projects and assignments. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The “fair use” doctrine allows limited reproduction of copyrighted works for educational and research purposes. “Fair use” of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Students who are unsure whether their proposed reproduction of copyrighted material constitutes “fair use” should consult with their teacher or building principal, review the school district’s copyright compliance policy, and review *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site: <http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

Cheating, Plagiarism, and Academic Dishonesty

Students may not cheat, plagiarize, or otherwise participate in any academic dishonesty in any form.

Prohibited behavior includes:

- Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- Lying.
- Copying another person’s work or answers.
- Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.
- Taking or receiving copies of a test without the permission of the teacher.
- Using or displaying notes, “cheat sheets,” or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Submitting work or any portion of work completed by another person.
- Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.

A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty is subject to discipline, up to and including expulsion.

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

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

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

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

Section 13 - Dress Code

Students should wear appropriate clothing that does not distract attention from the learning environment. Should a student wear clothing in an inappropriate manner, parents will be notified to bring appropriate clothing. The school may have other clothing the child may borrow for the day, then return. Students and parents should use the following guidelines for dress.

1. Shorts or dresses should reach mid-thigh in length.
2. Shirts should have at least a one-inch strap. Cut of sleeves may only be worn with a shirt underneath.
3. No clothing should be worn with inappropriate slogans, branding, or logos. These would include anything soliciting alcohol, drugs, or containing sexual nature.
4. Hats should respectfully be taken off in the school building.
5. Clothing must fully cover all undergarments.

Article 4- Attendance

Regular and punctual student attendance is required. The Board’s policies require such attendance. The administration is responsible for developing further attendance rules and regulations and staff is responsible for assisting in the enforcement of the rules and regulations. Students and parents are responsible for developing behaviors that will result in regular and punctual student attendance.

Section 1 - Attendance and Absences

Excused and Unexcused Absences.

An absence from school will be reported as:

- (a) an excused absence
- (b) an unexcused absence.

1. Excused Absences. Absences should be cleared through the Principal's office in advance whenever possible. An absence or tardy, even by parental approval, may not be excused. All absences, except for illness and/or death in the family, require advance approval. An absence for any of the following reasons will be excused, provided the required procedures have been followed:

- a. Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents).

- b. Illness that causes a student to be absent from school.
- c. Doctor or dental appointment which require student to be absent from school.
- d. Court appearances that are required by a court order and the student is not responsible for needing to be in court.
- e. School sponsored activities that require students to be absent from school.
- f. Family trips in which student accompanies parent(s)/legal guardian(s).
- g. Other absences that have received prior approval from the Principal.

The Principal has the discretion to deny approval for the latter two (2) reasons, depending on circumstances such as the student's absence record, the student's academic status, the tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

2. Unexcused Absences: An absence that is not excused is unexcused. If a student's absence is unexcused the student may receive zeros for any class work missed during the absence, and may be required to make-up work and the time missed.

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly in a quarter, the Attendance Officer will follow the district's policy to address barriers to the student's attendance.

When a student is absent more than 20 days per year or the hourly equivalent and any portion of the absence is unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 20 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

Tardy to School

Students will be considered tardy to school if they are not seated in their assigned class or ready and attentive in their assigned area when the bell for their first class rings.

Tardy to Class Students have a sufficient time period between classes to make it to their next assigned class on time. Students will be considered tardy to class if they are not in their assigned classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Specific tardy guidelines once students are in the classroom doorway are at the discretion of the classroom teacher.

Students who are consistently tardy are subject to discipline at the discretion of the administration. Repeated tardiness is a disruption to the educational process to the student and the rest of the class.

Leaving School or Class

Students who leave school for any reason during the school day must check out at the office before leaving. Students leaving school must be cleared in advance by a note or phone call from the student's parent or legal guardian. Upon returning to school that same day, students are expected to sign in at the office. A sheet will be available on the office counter for this purpose.

Students who leave school without permission and without signing out in the proper manner, or who leave their assigned classroom without teacher permission, will be considered truant.

Section 2 - Make-up Work

Make-up work may be assigned for each day missed regardless of the type of absence. If make-up work is not completed, students will receive no credit for the work required.

The student has the responsibility to contact teachers, initially, regarding make-up assignments. Assignment sheets will be sent only for extended absences. Generally, assignment sheets will not be sent out until after three (3) days of absence. If the parents or students have concerns prior to the three (3) days, they are encouraged to contact the teacher.

For excused absences, two school days will be allowed to make up the work for each day missed with a maximum of ten (10) days allowed to complete make up work. If requested, assignment sheets will be prepared for students who are ill. If parents or students request assignment sheets the school should be contacted by no later than 10:00 a.m.

For unexcused absences, the student will receive a failing mark for or in each class period missed.

Section 3 - Attendance is Required to Participate in Activities

Students must attend school all day the day of any scheduled school activity in order to participate in the activity. This includes athletic contests, practices, and dances. Failure to attend will result in a student being withheld from participation in the activity. The Principal retains the right to grant participation should exceptional circumstances prevail.

Section 4 - Truancy

A student who engages in unexcused absences may be considered truant as per state law. Truancy is a violation of school rules. The consequence of trancies may include disciplinary action up to expulsion and referral to the county attorney for compulsory attendance violations.

Reporting and Responding to Truant Behavior. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child age six (6) to eighteen (18) to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent. The Superintendent shall immediately cause an investigation into any such report to be made. The Superintendent shall also investigate any case when, based on the Superintendent's personal knowledge or based on a report or complaint from any resident of the district, the Superintendent believes that any child is unlawfully absent from school. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior.

Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis. When a student has excessive absences, the following procedures shall be implemented:

1. One or more meetings shall be held between the school administration and the parent/guardian and the student to report and attempt to solve the truancy problem. If the parent/guardian refuses to participate in such meeting, the principal shall place in the student's attendance records documentation of such refusal.
2. Educational counseling to determine whether curriculum changes, including but not limited to, enrolling the child in an alternative education program that meets the specific educational and behavioral needs of the child.

3. Educational evaluation, which may include a psychological evaluation, to assist in determining the specific condition, if any, contributing to the truancy problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
4. Investigation of the truancy problem by the administration to identify conditions that may be contributing to the truancy problem. If services for the child and his or her family are determined to be needed, the person performing the investigation shall meet with the parent/guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the truancy problem.

Reporting Habitual Truancy. Students who accumulate twenty (20) unexcused absences or the hourly equivalent per year shall be deemed to be habitually truant. If the student continues to be or becomes habitually truant, the principal shall serve a written notice to the person violating the Nebraska truancy laws (i.e., the person who has legal or active charge or control of the student) warning him or her to comply with the provisions of that law. If within one (1) week after the time the notice is given such person is still violating the school attendance laws or policies, the Principal shall file a report with the county attorney of the county in which such person resides.

Article 5- Grading

Section 1 - Grading Scales

The following grading scale applies to grades K-2

E=Excellent

S=Satisfactory

N=Needs Improvement

The following grading scale applies to grades 3-6

A= 93-100

B= 86-92

C=78-85

D= 70-77

Reporting of Grades

Teachers will report a minimum of one grade/assignment per week in each subject area for grades K-2.

Teachers will report a minimum of two grades/assignments per week in each subject area for grades 3-6.

These grades will be reported on the power school system with a link on the school website where parents may access these grades.

Section 2 - Progress Reports

Various progress reports may be sent to parents throughout the school year concerning student's performance.

These reports may describe student work of an exceptional nature or work that needs improving. These reports may be sent as the teacher or principal determines appropriate.

Teachers may arrange with the parents for time when the student can meet with the teacher outside the regular class period until the student returns to satisfactory academic standing.

Section 3 - Report Cards

Report cards are issued at the end of each quarter. Letter grades and/or number grades are used to designate a student's progress. A grade of "I" (incomplete) received at the end of a grading period must be made up

within two weeks of the missing assignments. All course work must be completed by the end of the fourth quarter or arrangements must be made with the classroom teacher and approved by the principal for an extended completion time.

Section 4 - Promotion and Retention

Students will be placed at the grade level and in the courses best suited to them academically, socially, and emotionally as determined by the professional staff. Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the professional staff to be appropriate for the educational interests of the student and the educational program.

Opting Out of Assessments

The Board of Education has adopted a policy on approval and denial of state and federal assessment opt-out requests, which is based on requirements in law. The policy can be requested by contacting the Superintendent of Schools at 352-4735

Article 6 - Support Services

Section 1 - Special Education Services

What Does Special Education Mean?

Special education means specially designed instruction and related services adapted as appropriate to the needs of an eligible student with a disability. Special education is provided at no cost to the parent to meet the unique needs of a child with a disability.

Students Who May Benefit

A student verified as having autism, behavior disorders, deaf-blindness, developmental delay, hearing impairments, mental handicaps, multiple disabilities, orthopedic impairments, other health impairments, specific learning disabilities, speech-language impairments, traumatic brain injury or visual impairments, who because of those impairments need special education and related services.

How is a Student With Disabilities Identified?

Teachers or parents make referrals to a Student Assistance Team. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation is completed. An evaluation is conducted to assist in the determination of whether a student has a disability and the nature and extent of the special education and related services the student needs. The evaluation is conducted only with written consent of a parent or guardian. A multidisciplinary evaluation team (MDT) will then meet to determine whether the student is eligible for special education.

Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

Reevaluation

Students identified for special education will be reevaluated at least every three (3) years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, are needed. The school district will obtain parental consent prior to conducting any reevaluation of a student with a disability.

Individual Education Program (IEP)

Upon a student being verified as having a disability, a conference will be held with parents. At the conference, an Individualized Education Program (IEP) will be developed specifying programs and services that will be provided by the schools. Parent consent will be obtained prior to a student being placed for the first time in a program providing special education and related services or early intervention services to infant and toddlers. Once in place, the IEP is reviewed on an annual basis, or more frequently as needed. Parents are given a copy of the IEP.

Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). To the maximum extent appropriate, students with disabilities are educated with students who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. The IEP team will make determination of a student's educational placement.

Written notice shall be given to parents a reasonable time before the school district:

1. Makes a proposition to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education.

2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

More Information

Anyone interested in obtaining a copy of the District's special education policy, the Parental Rights in Special Education brochure, or a copy of the Nebraska Department of Education Rule 51 (special education regulations and complaint procedures) or Rule 55 (special education appeal procedures) may contact the Superintendent. A notice of parental rights, Rules 51 and 55 and more information about special education are also available at the Nebraska Department of Education's website:

<http://www.nde.state.ne.us/SPED/sped.html>.

Section 1 Students with Disabilities: Section 504

Accommodations and related services are made available to students with disabilities under Section 504 of the Rehabilitation Act of 1973. Under Section 504, parents have the following rights:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of your child's disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have the school district

make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.

5. Have your child receive services and be educated in facilities which are comparable to those provided to students without disabilities.
6. Have your child receive an individualized evaluation and receive special education and related services if your child is found eligible under Section 504.
7. Have evaluation, eligibility, educational and placement decisions made based on a variety of information sources and by persons who know your child and who are knowledgeable about the evaluation data and placement options.
8. Have transportation provided to and from an alternative placement setting at no greater cost to you than would be incurred if your child were placed in a program operated by the school district.
9. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the school district.
10. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement. Obtain copies of educational records at a reasonable cost on the same terms as records are provided students without a disability unless the fee would effectively deny you access to the records.
11. Receive a response from the school district to reasonable requests for explanations and interpretations of your child's records.
12. Request amendment of your child's educational records if there is reasonable cause to believe that they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If the school district refuses this request, it shall notify you within a reasonable time, and advise you of the right to a hearing.
13. File a local grievance in accordance with school policy.
14. Request an impartial hearing related to decisions regarding your child's identification, eligibility, and educational program or placement with opportunity for participation by the person's parents or guardian and representation by counsel, and a review procedure. This is provided in the local grievance procedure.

Section 2 - Guidance Services

Perkins County Elementary employs a counselor for the purpose of assisting with students' social and emotional health through character education classes and for students to discuss problems and resolve conflicts. If you wish to see a counselor, stop by the counselor's office and make arrangements for an appointment.

Section 3 - Health Services

Health Requirements

The following are required by the State of Nebraska for admission to all schools. Information concerning these requirements can be obtained by contacting the school's front office.

Physical Examinations

7-009 PHYSICAL EXAMINATION AND VISUAL EVALUATION REQUIREMENTS FOR SCHOOL ENTRY

In accordance with Neb. Rev. Stat. § 79-214, the school board of any school district, before admitting a child, shall require evidence of the following:

7-009.01 Physical Examination Required: Physical examination by a physician, Physician assistant, or advanced practice registered nurse (nurse practitioner) within six months prior to the entrance of a child into the beginner grade and seventh grade, or in the case of a transfer from out of state, to

any other grade of the local school, is required. Either a completed, signed, and dated physical exam report, or a printed or typewritten form signed by a qualified examiner indicating that a physical examination was administered on a specific date within the previous six-month period on a specifically named individual, provided to the school by the parent/guardian, constitutes sufficient evidence of compliance.

7-009.02 Visual Evaluation Required: Visual evaluation by a physician, a physician's assistant, an advanced practice registered nurse-nurse practitioner, or an optometrist within six months prior to the entrance of a child into the beginner grade or, in the case of transfer from out of state, to any other grade of the local school, is required. The visual evaluation must consist of testing for amblyopic, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. The visual evaluation report inclusive at a minimum of the specific tests named above, signed and dated by the qualified examiner, provided to the school by the parent/guardian.

Birth Certificates

All students in Perkins County Schools must have an official certified birth certificate on file in the guidance counselor's office. It must be a certificate issued by Vital Statistics with the raised seal, not the certificate issued by the hospital.

Immunizations

Ages 2 through 5 years enrolled in a school based program (i.e. PRE SCHOOL) not licensed as a child care provider need:

- 4 doses of DTaP, DTP, or DT vaccine,

- 3 doses of Polio vaccine,

- 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age, *Hib not required after child reaches 5 yrs of age

- 3 doses of pediatric Hepatitis B vaccine,

- 1 dose of MMR or MMRV given on or after 12 months of age,

- 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.

4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age. *Pneumococcal not required after child reaches 5 yrs of age

Students from Kindergarten through 12th Grade, including all transfer students from outside the State of Nebraska and any foreign students need:

- 3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday,

- 3 doses of Polio vaccine,

- 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age.

- 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month,

- 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.

Additionally, for 7th Grade Only 1 dose of Tdap (must contain Pertussis booster)

Immunizations may be waived for medical or religious reasons. The forms can be obtained from the principal or school nurse.

New students must present their immunization record prior to enrollment.

School Nurse

The school nurse is present at our building according to her district schedule. Her major responsibilities include health screening and school health coordination. If there is any suspicion of a health concern, the parent/guardian will be notified.

Injuries

There is a possibility students may injure themselves during the day. If students are injured while in school the student must do the following (1) Report all accidents to the teacher when you are injured while on school premises and (2) Report all injuries to the nurse's office. If medical attention is needed, the parent/guardian or designated emergency contact will be immediately notified and the correct procedure for the injury will be followed.

Communicable Diseases

Students showing any signs or symptoms of a contagious, infectious and/or communicable disease are required by law to be sent home immediately or as soon as safe transportation is available (NDE Rule 55). Students excluded for confirmed diseases shall not be allowed to return to school until specific criteria have been met:

- Reportable, preventable communicable diseases require verified diagnosis by a physician and his/her written permission for the student to return to school. These diseases include, but may not be limited to: diphtheria, measles, mumps, pertussis, polio, rubella and tetanus.
- Some contagious infections or infections require treatment. Students may return to school when signs and symptoms have decreased, are absent, and/or return to school is permitted, in writing, by the physician. These diseases include but may not be limited to: chicken pox (varicella), CMV (cytomegalovirus), mononucleosis, influenza (flu), parvovirus B19 (Fifth disease), hepatitis and tuberculosis.
- Other contagious infections or infestations require treatment. Students may return to school 24-48 hours after verified treatment has been started and/or when the physician permits return in writing. These diseases include but may not be limited to: pink eye, head lice, impetigo, intestinal worms, ringworm, scabies, scarlet fever and/or other strep infections.
- Students found to have head lice, louse eggs, or nits will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice, louse eggs, or nits, the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately.
- Students will not be permitted to return to school until the district finds that no live lice, eggs, or nits can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.

If there are questions regarding the communicability of your child's health condition or if you know your child has contracted a contagious or communicable disease or condition not otherwise specified in board policy or this handbook, please call 308-352-4313.

The student cannot ride the school bus until the district has cleared the student to return to school.

Medication at School

All medication/pills, whether they are prescription or over-the-counter preparations, must be held and administered by the school nurse or trained office staff. Students are not to keep medication. The reason for this is the chance of a lost substance resulting in a student finding and taking it and being harmed by doing so.

Prescription Medicines

The school nurse is prohibited by law from giving prescription medication to a student, unless a licensed physician orders it. For medication prescribed by a physician a required form, which can be obtained from the school nurse, must be signed by the parent. Any changes in medication type or dosage must be accompanied by a doctor's order. All medication should be checked in with the front office/school nurse first thing in the morning. Prescribed medications should be in a prescription bottle properly labeled with the students' name, the name and dosage of the medication as well as instructions for administration. Medication that is not in an appropriate container labeled with the above information will not be given.

*Students in Perkins County Schools with the diagnosis of asthma may be permitted to carry inhalers for self-administration. Authorization to do so is coordinated by the school nurse and requires parent/guardian as well as physician consent.

*Students in Perkins County Schools with the diagnosis of diabetes may carry glucose sources for self-treatment, again with authorization coordinated by the school nurse with parent/guardian and physician consents.

Over the counter Medicines

Over the counter preparations must be in the labeled container and have the students' name on the container. The school nurse is not allowed to administer any medication in excess of the dosage recommendation listed on the labeled container, but may administer less dosage if requested. Medication that is not in an appropriate container labeled with the above information will not be given.

Permission to receive non-prescription medications (Tylenol, Motrin, cough drops) should be indicated on the health information update form given to all students on the first day of school.

Over the counter Medicines (OTC)

Over the counter preparations must be in the labeled container and have the students' name on the container. The school nurse is not allowed to administer any medication in excess of the dosage recommendation listed on the labeled container, but may administer less dosage if requested. Medication that is not in an appropriate container labeled with the above information will not be given.

Permission from parent/guardian will be received via telephone call, text or email before any student is given OTC meds, such as non-prescription medications (Tylenol, Motrin, cough drops).

See Appendix 1 for Authorization to administer medication

Section 4 - Reading Support

Perkins County Elementary has adopted policies and practices necessary to meet the requirements of the Nebraska Reading Improvement Act, 79-2601.

Laws 2018, LB1081, § 20.

Sections 79-2601 to 79-2607

Perkins County's Plan includes the following:

1. All K-3 students are assessed three times per year with an approved reading assessment to measure progress and to support teachers with targeted instruction to meet individual student needs.
2. Within the first 30 days of school, the district uses the approved reading assessment to assess students in kindergarten through third grade to identify those who may have a reading difficulty.
3. All parents or guardians of K-3 grade students are kept informed of their child's reading progress and parents of students who are identified with a reading difficulty are notified in writing no later than 15 days after the identification.
4. Any student identified with a reading difficulty must be provided a supplemental intervention program during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian.
5. Any student identified with a reading difficulty will receive an individual reading improvement plan no later than 30 days after identification. The plan outlines reading intervention services.
6. Summer reading programs are made available for students identified as continuing to have reading difficulty. Such programs may be community-based.

Section 5 - High Ability Learner Program

Perkins County Schools

High Ability Learner Program

Revised Aug. 24, 2020

Nebraska, Rule 3 Definition

"Learner with High Ability means a student who gives evidence of high performance capability in such areas as intellectual, creative, or artistic capacity or in specific academic fields and who requires accelerated or differentiated curriculum programs in order to develop those capabilities fully."

K-12 HAL Philosophy

The goal of the Perkins County Schools HAL Program is to supplement students' academics with additional time devoted to hands-on activities that challenge students to use a wide variety of problem solving and critical thinking skills.

Definition of High Ability Learner

Perkins County Schools seeks to identify students who meet the requirements for HAL as outlined in Nebraska Rule 3.

"Learner with High Ability means a student who gives evidence of high performance capability in such areas as intellectual, creative, or artistic capacity or in specific academic fields and who requires accelerated or differentiated curriculum programs in order to develop those capabilities fully."

HAL Program Goals & Objectives

The goal of the Perkins County Schools HAL Program is to supplement students' academics with additional time devoted to hands-on activities that challenge students to use a wide variety of problem solving and critical thinking skills. In addition to this, the HAL Coordinator works our elementary teachers to provide monthly "Enrichment Activities" for all students, regardless of their learning abilities. The program will strive to do the following.

- Identify HAL students in grades 3-12
- Provide additional learning opportunities for HAL students grades 3-12
- Provide Enrichment Activities for all students grades K-12
- Provide educational opportunities that support the unique learning needs of HAL students
- Provide professional development and training to staff members that promotes ways to reach and challenge students with high ability needs
- Follow the identification guidelines as outlined on our district's HAL identification plan
(NOTE: All staff members as made aware of the identification procedures.)

-To meet the HAL students', emotional, social, intellectual and physical needs

HAL Identification Process & Procedures

In an effort to be inclusive of a wide variety of strengths, the Perkins County School District's identification process includes multiple criteria. Students in grades 3-12 are eligible for the district's HAL Program. HAL Identification takes place in the fall of each school year. According to the High Ability Learner Plan, students must meet and maintain three out of five criteria to qualify for the program. The criteria are as follows:

1. Exemplary grades which qualify the student to be in the top 10% of his/her class or demonstrated evidences of exceptional potential (e.g. abilities, intelligence, artistic strengths, creativity, leadership).
2. Teacher and/or parent referral in which the scores total 85% or above. If more than one referral is filled out, the average of the scores is used.
3. MAP (Measure of Academic Performance) scores in the 95th percentile or higher in one or more of the following categories; reading, math, language arts, or science.
4. Nebraska Student-Centered Assessment System (NSCAS) scores in the top 90% of the College and Career Readiness score bracket in reading or math or between 165-200 in science. For identification for their senior year, students' ACT section scores will replace the NSCAS scores. A score between 30-36 in reading, English, math, or science qualifies them in this category.
5. Creative/Artistic checklist, completed by a qualified instructor, in which the scores total 85% or above.

NOTE: In the case that a student is exceptionally close but just outside the cutoff scores for the above criteria, a panel of multiple educators from all three building levels can collectively use their professional judgement to verify an individual.

Section 6 - Transportation Services

Transportation to and from school is provided to students in accordance with law and Board policy. Students may also be provided transport on field trips and when participating in school activities. Students are expected to follow the behavioral expectations for riding school buses.

Behavior on School Buses

General Conduct Rules Apply: While riding school buses you are expected to follow the same student conduct rules, which apply when you are on school property or attending school activities, functions or events. There are also special conduct rules for riding school buses. These rules also apply to riding other school vehicles.

Special Conduct Rules for Riding School Buses

A. Rules for Getting On and Off the Bus

1. Be on time to be picked up. As a general rule, get to your bus stop five minutes before your scheduled pick up time. The bus driver may wait three minutes after the designated pick up time. If after three minutes the student has not boarded the bus, the bus driver may continue on the route. If a student has missed the bus it is the responsibility of the family to get the student to school that day.
2. While waiting for the bus, stay at least 5 feet away from the street, road or highway. Wait until the bus comes to a complete stop before approaching the bus.

3. You may exit the bus only at your approved destination (your school or your approved bus stop). Exit the bus as directed by the driver. Do not run.

4. If you must cross the street after exiting the bus, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

B. Rules on the Bus

1. Be respectful of the bus driver. Immediately follow all directions of the driver and any paraeducator or adult on the bus.

2. Sit in your seat facing forward. Use seat belts in vehicles in which they are available.

3. Talk quietly and use appropriate language.

4. Keep all parts of your body inside the bus.

5. Keep your arms, legs and belongings to yourself.

6. No fighting, harassment, bullying, intimidation or horseplay.

7. Do not throw any object.

8. No eating, drinking, use of tobacco, alcohol, drugs or flammables.

9. Do not bring any weapon (real or imitation) or dangerous objects on the school bus.

10. Do not damage the school bus.

11. Students will not use communication devices on the bus.

Getting the Driver's Assistance: If you need assistance from the driver, wait until the bus is at a full stop. If you are close enough, tell the driver what you need. If you are too far away for the driver to hear you, ask a student in front of you to get the driver's attention. If necessary, walk up to the driver, while the bus is at a full stop. If you need immediate assistance for an emergency, take all action needed to safely get the help of the driver.

Consequences for Rule Violations: Consequences for school bus misconduct may include restriction or suspension of bus privileges and other disciplinary measures, up to and including expulsion from school.

Article 7 - Student Conduct Rules

Section 1 - Purpose of Student Conduct Rules

These student conduct rules are established to maintain a school atmosphere which is conducive to learning, to aid student development, to further school purposes, and to prevent interference with the educational process. Violations of the rules may result in disciplinary action.

Perkins County Elementary Expectations

Be Safe

Be Responsible

Be Respectful

The school has the authority to discipline students who behave inappropriately on the way to school, at school, during lunch, on the way home, and at all school activities (home and away or any time while on school or district property).

Perkins County Elementary's discipline is guided by the following beliefs:

1. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
2. Behavior expectations will be communicated to all students and their parents in the student handbook.
3. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.
4. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.
5. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

All extracurricular activities including athletics, cheerleading, band, chorus, and club activities are governed by the Student Activity Handbook. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences discussed in this handbook.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

Reporting Requirement to Law Enforcement

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students; or
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes.

Section 2 - Perkins County Elementary Behavior Management Plan

The Perkins County Elementary in an effort to "develop capable, responsible, lifelong learners who demonstrate those skills necessary for achieving academic and occupational". The purpose of the plan is to lower the level of tolerance for unacceptable behavior at the school in order to provide a positive and safe learning climate for all students and staff.

The behavior management process will acknowledge positive and appropriate behaviors as well as inappropriate behaviors. Responses to inappropriate behavior will consist of: 1) the teacher and/or administrator communicating the inappropriate behavior and discussing changes that need to take place to provide a safe and positive learning climate. 2) The teacher and /or administrator and student will fill out the Student Problem Solving Form that reports the student's inappropriate behavior, the student's responses to the event, the solutions and appropriate consequences. 3) Depending on the situation, parents and other expert school staff members may be notified to assist in helping the student change his or her behavior.

The severity of the consequence will be dependent upon the severity of the behavior and the number of incidents that are reoccurring. The teacher or administrator may also communicate positive behavior that deserves acknowledgement to the student by various means of communications. The information reported by the administrator or teacher may be entered in the student's record on the district's student management

database system. This plan does not pertain to extra-curricular activities or students who are spectators at school events.

Section 3 - Code of Conduct

The school board policy concerning student behavior is as follows: School students at all levels have a basic responsibility toward school to conduct themselves at all times so as to reflect credit on their school and themselves. This basic responsibility is to apply at school, on school buses or other school vehicles, or at school events, especially while attending school activities at home and away. This code of conduct governs all students' participation/attendance at all school-sponsored activities.

In extreme situations a student may be suspended or expelled from school by the superintendent or principal on the basis of evidence that strongly indicates that the pupil has committed any offense contrary to school policies. The Student may receive 0's for all his/her assignments during the suspension period. Examples of offenses that might result in detentions, suspension, or expulsion of a student at Perkins County Elementary are:

1. Disobedience--A student shall not repeatedly fail to comply with directions of teachers, student teachers, substitute teachers, teacher aides, principals, or other school personnel during any period of time when the student is properly under the authority of the school personnel.
2. Unsportsmanlike conduct involving an opposing school's team or delegation or a student's own school team or delegation. Unsportsmanlike conduct directed at representatives of an opposing school or the officials of a school contest.
3. General inappropriate conduct such as: spitballs, water-pistols, water balloons, firecrackers, snowballing, eating candy, playing cards or games, etc.
4. Lewdness, use of profanity or obscenity.
5. Gross disrespect for students, teachers, school officials, and other employees.
6. Behavior that seriously interferes with class work or the activities of the school, such as:
 - a. Possession of or use of tobacco on school property or at school sponsored events (cigarettes, cigars, snuff, chewing tobacco, e-cigarettes, etc.)
 - b. Gambling
 - c. Willful use of violence, force, noise, coercion, threat, intimidation, fear, or similar conduct to any student or school employee in a manner that constitutes an interference with school purposes.
 - d. Willfully causing or attempting to cause damage to private or school property on school grounds or during an educational function or event off school grounds.
 - e. Willfully causing or attempting to cause physical injury to a school employee or to any student.
 1. On the school grounds during and immediately before or immediately after school hours, or at any time when the school is being used by a school group, or
 2. Off the school grounds at an educational function or event.
 - f. Threatening or intimidating any student or school employee for the purpose of, or with the intent of, obtaining money or anything of value from that person.
 - g. Knowing, possessing, handling or transmitting any object that is ordinarily or generally considered a weapon.
 1. On the school grounds during and immediately before or immediately after school hours, or at any time when the school is being used by a school group, or
 2. Off the school grounds at any educational function or event sponsored by the school.
 - h. Engaging in the unlawful selling, using, possessing or dispensing of alcoholic beverages, tobacco, narcotics, drugs, controlled substance, anabolic steroids, inhalant or being under the influence of any of the above, or possession of drug paraphernalia on school grounds or during a school sponsored activity.

- i. Truancy - absence from school without school or parental authority.
- j. Theft - the taking or possessing of that which belongs to the school or another student without prior consent of the school or individual.
- k. Displays of Affection - Public demonstrations of kissing, embracing, or other intimate contact will not be allowed.
- l. Interference with other student's opportunity to learn.
- m. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purpose.

Section 4 - Statement of Individual Respect and Policy against Bullying and Harassment

Bullying Prohibited.

Students are prohibited from engaging in any form of bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The District's administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

Students are prohibited from engaging in any form of bullying behavior. Without limiting any definition of bullying under any state or federal law or regulation, bullying behavior, as used herein, refers to the use of physical force or verbal, nonverbal, written, and electronic communication (including but not limited to instant messaging, text messaging, e-mailing, and using websites) to threaten, intimidate, ridicule, humiliate, or harass any person.

Disciplinary Consequences. The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Prevention and Education. Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

Students may access the bullying report available on the school website at <http://perkinscountyschools.org> under the elementary tab.

Policy Review. The school district shall review this policy annually.

School BP 5054 Student Bullying

Section 4 Dating Violence

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district's student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

School BP 5030 Dating Violence

Section 5 - Forms of School Discipline

Administrative and teaching personnel may take actions regarding student behavior which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to complete school work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions during the day. When in-school suspensions, after-school assignments, out of school suspension, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures; and a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

Short Term Suspension

The Principal or the Principal's designee may exclude a student from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or
2. Other violations of rules and standards of behavior adopted by the board of education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

1. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances.

A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.

c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator may send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.

d. An opportunity may be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

e. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

Long-Term Suspension

l. Long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

Expulsion:

a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.

d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.

e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

4. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.

Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment:

The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that reasonable recipient would interpret as a serious expression of intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.

4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation, or electronic cigarettes, vapor pens, etc. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" 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 or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecencies or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or Internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities, or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work

and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for riding school buses or vehicles.

17. A student who engages in the following conduct may be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or

b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year.

"Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one-year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

19. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon.

20. Violation of the district's computer acceptable computer use policy

d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation, or electronic cigarettes, vapor pens, etc.;

k. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion; (they deleted "and" in "use policy")

l. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;

m. Using any object to simulate possession of a weapon; and

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.

b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.

c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such

plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

Additional Student Conduct Expectations and Grounds for Discipline (504.10, 504.12)

The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

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. Obligation to Report threatening Statements or Behaviors.

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such a 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 shall consist of the superintendent of schools, building principal(s), and local law enforcement. The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response.

3. Threat Assessment Investigation and Response

All reports of violent, threatening, stalking, or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to a member of the team. Upon receipt of an initial report of any threat, the team will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and 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.

4. Communication with the Public about Reported Threats

To the extent possible, the team will keep members of the school community informed about possible threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, and 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.

Electronic Devices

a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.

b. Definitions. "Electronic devices," include, but are not limited to, cell phones, Mp3 players, iPods, compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

c. Possession and Use of Electronic Devices.

(1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.

(2) Students are permitted to possess and use electronic devices before school hours and after school hours, provided that the student does not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a laptop computer for a class presentation).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

(1) Students shall not use electronic devices at any time or place for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; or (f) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action may be imposed, including, but not limited to, suspension and expulsion from school.

(2) Electronic devices used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(3) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the

school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(4) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(5) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(6) Subsequent Violations: Students who are repeat offenders of this policy shall be subject to the imposition of any appropriate disciplinary action, which may include suspension and expulsion from school.

e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

Computer Network Use by Students

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

I. Student Expectations in the Use of the Internet

A. Acceptable Use

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.

B. Unacceptable Use

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.

3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems including, but not limited to Aimster or Freenet and the like.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename, or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not falsify electronic mail messages or web pages.

II. Enforcement

A. Methods of Enforcement

1. The district monitors all Internet communications, Internet usage, and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.
2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.

3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

B. Consequences for Violation of this Policy

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
 - a. Loss of computer privileges;
 - b. Short-term suspension;
 - c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
 - d. Other discipline as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

III. Protection of Students

A. Children's Online Privacy Protection Act (COPPA)

1. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
2. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

B. Education About Appropriate On-Line Behavior

1. School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
2. Staff will specifically educate students on
 - a. Appropriate interactions with other individuals on social networking websites and in chat rooms.
 - b. Cyberbullying awareness and response.
3. The School District's technology coordinator shall inform staff of this educational obligation and shall keep records of the instruction which occurs in compliance with this policy

Inappropriate Public Displays of Affection (IPDA)

: Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student may be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor. If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

Specific Rule Items: The following conduct may result in disciplinary action that, in the repeated violations, may result in discipline up to expulsion:

1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students in the hallway during class time must have a pass with them.
3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
4. Students are expected to bring all books and necessary materials to class. This includes study halls.
5. Assignments for all classes are due as assigned by the teacher.
6. Students are not to operate the mini-blinds or the windows.
7. The teacher ends the class. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Special classes such as Industrial Technology, Art, P.E., and computers courses will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
10. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

Law Violations

1. Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.
3. In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it is the District's policy to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:
 - (a) Knowingly possessing illegal drugs or alcohol.
 - (b) Aggravated or felonious assault.
 - (c) Vandalism resulting in significant property damage.
 - (d) Theft of school or personal property of a significant nature.
 - (e) Automobile accident.
 - (f) Any other behavior that significantly threatens the health or safety of students or other persons, and such other offenses which are required to be reported by law. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion

The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his/her designee.
2. If the Principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, the student may be suspended by the Principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the Superintendent.
3. The Principal or his/her designee shall serve by registered or certified mail or by personal service to the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said notice shall include the following:
 - (a) The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension or expulsion including a summary of the evidence to be presented against the student as submitted by the Principal or assistant Principal.
 - (b) The penalties to which the student may be subjected and the penalty which the Principal or his or her designee has recommended in the charge.
 - (c) A statement explaining the student's right to a hearing upon request on the specified charges.
 - (d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.
 - (e) A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
 - (f) A form or a request for hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. In the event that the Principal has not received a request for hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee, shall automatically go into effect.
6. If a hearing is requested more than 5 school days following the actual receipt of the written notice, but not more than 30 calendar days after actual receipt, the student shall be entitled to a hearing; but the punishment imposed may continue in effect pending final determination.
7. If a request for hearing is not received within 30 calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.
8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

Hearing Procedure

1. **Hearing Officer.** The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing, and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian may have regarding the nature and conduct of the hearing.

2. **Administrative Representative.** The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. **Notice of Hearing.** If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, the student, and the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, the student, and the student's parents, or guardian, except with the consent of all of the parties.
4. **Continuance.** Upon written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. **Access to Records.** The administrative representative, the student, the student's parent or guardian, and the legal counsel of the student shall have the right to examine the records, affidavits, and the statements of any witnesses in the possession of the Perkins County School Board of Education at any reasonable time prior to the hearing.
6. **Hearing Procedure.** The hearing officer, the student, the student's parents or guardian, the student's representative if any, and the administrative representative shall attend the hearing. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. Legal counsel may represent the student or the student's parents or guardian or both. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative, or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian or representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing. The student may testify in his/her own defense in which case he/she shall be subject to cross-examination. However, a student need not testify; and if he/she chooses not to, no conclusion may be drawn there from. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if in the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.
7. **Availability of Witnesses.** The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, the student's parents, or guardian or their legal representative.
8. **Record.** The proceedings of the hearing shall be recorded at the expense of the school district.

9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendation may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.
10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing; and based upon such report and the facts, shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.
11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student and the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.
12. Appeals to Board. The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.
13. Reviews by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than 3 members shall, within 10 school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations that require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record; and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The Board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.
14. Final Decision of Board of Education. The final decision of the Board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

Article 8 - State and Federal Programs

The Perkins County Elementary does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status in the admission, access to its facilities or programs or activities, treatment, or employment.

Section 1 - Designation of Coordinators

Any person having concerns or needing information about the District's compliance with anti-discrimination laws or policies should contact the District's designated Coordinator for the applicable anti-discrimination law.

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

The Coordinator may be contacted at: 740 Sherman Avenue, Grant, Nebraska 69140, telephone number (308) 352-4735

Section 2 - Anti-discrimination & Harassment Policy

Elimination of Discrimination. The Perkins County Elementary hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination of Students.

Purpose: Perkins County Elementary is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, Perkins County Elementary will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the workplace, classroom or educational environment.

Sexual harassment may exist when:

Submission to such conduct is both an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;

Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time.

The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

Complaint and Appeal Process

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.

2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.

a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.

c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.

3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the staff member involved.

1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.

2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant to determine:

1) All relevant details of the complaint;

2) All witnesses and documents which the complainant believes support the complaint;

3) The action or solution which the complainant seeks.

d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.

4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint, he or she may appeal the decision to the superintendent.

a) This appeal must be in writing.

b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.

- c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint, he or she may appeal the decision to the board.
- a) This appeal must be in writing.
 - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
 - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities.

Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school

district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Complaints filed (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Complaint and Grievance Procedures:

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Perkins County Elementary. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will

any threats or retaliation be permitted against an employee or student for alleging in good faith a violation of this policy.

Section 3 - Multicultural Policies

The philosophy of the District's multicultural education program is that students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races (including but not be limited to African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans) and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races. The mission shall also include preparing students to eliminate stereotypes and discrimination or harassment of others based on ethnicity, religion, gender, socioeconomic status, age, or disability.

Section 4 - Notices to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973

The following is a description of the rights granted to qualifying students with disabilities under Section 504 of the Rehabilitation Act. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education.
5. Have your child receive services and be educated in facilities that are comparable to those provided to every student.
6. Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent.)
11. File a local grievance.

Section 5 - Notifications of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

Non-Directory Information

All of the other personally identifiable information about students that is maintained in the school district's education records will generally not be disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

The district will share information with the Department of Education necessary to comply with the requirement of state law that all third- year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:
Family Policy Compliance Office

Notice Concerning Directory Information

The District may disclose directory information. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
5. Student's date of birth and place of birth;
6. Student's extra-curricular participation;
7. Student's achievement awards or honors;
8. Student's weight and height if a member of an athletic team;
9. Student's photograph; and
10. School or school district the student attended before he or she enrolled in Perkins County Schools.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two (2) weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information. This letter must be received by the school district no later than September 10th of the school year.

The District may disclose information about former students without meeting the conditions in this section.

The District's policy is for education records to be kept confidential except as permitted by the FERPA law, and the District does not approve any practice that involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staffs, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District does not either approve or disapprove such teaching practices, and designates such student work as directory information and/or as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

Notice Concerning Designation of Law Enforcement Unit:

The District designates the Perkins County Police Department as the District's "law enforcement unit" for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools.

Section 6 - Notice Concerning Disclosure of Student Recruiting Information

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses, and telephone listings of high school students unless parents have notified the school district in writing that they do not want this information disclosed without prior written parental consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Section 7 - Notice to Parents of Students in Programs Receiving Title I Funding

Staff Qualifications. Parents may request, and the District will provide the parents of students attending any school receiving Title I funds on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:

- (A) Whether the student's teacher—
 - (i) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - (ii) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - (iii) is teaching in the field of discipline of the certification of the teacher.
- (B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Testing Opt-Out. Parents may request, and the District will provide the parents of students attending any school receiving Title I funds on request (and in a timely manner), information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:

- (A) the subject matter assessed;
- (B) the purpose for which the assessment is designed and used;
- (C) the source of the requirement for the assessment;
- (D) the amount of time students will spend taking the assessment, and the schedule for the assessment;
- and
- (E) the time and format for disseminating results.

Language Instruction Programs. If the District receives Title I funds, parents of English learners will be informed regarding how the parents can—

- (A) be involved in the education of their children; and
- (B) be active participants in assisting their children to—
 - (i) attain English proficiency;
 - (ii) achieve at high levels within a well-rounded education; and
 - (iii) meet the challenging State academic standards expected of all students.

The District will also inform parents of an English learner identified student of opportunities to participate in various school programs, as set forth in ESSA.

Please contact the administrative office to receive the foregoing information.

Section 8 - Student Privacy Protection Policies

It is the policy of Perkins County Elementary to develop and implement policies that protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties: Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.

Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive: The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed "Definition of Surveys of Matters Deemed to be Sensitive"), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Right of Parents to Inspect Instructional Materials: Parents have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term "instructional materials" for purposes of this policy. The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five (5) school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

Rights of Parents to be notified of and to Opt-Out of Certain Physical Examinations or Screenings. The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parental opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Protection of Student Privacy in Regard to Personal Information Collected from Students:

The Board of Education respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA). The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. The approximate dates during the school year when a survey requesting personal information as defined in the Protection of Pupil Rights policy is scheduled are as follows. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information. "Personal information" for purposes of this policy means individually identifiable information about a student including: a student or parent's first and last name, home address, telephone number, and social security number. The term "personal information," for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

Parental Access to Instruments used in the Collection of Personal Information: While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received. The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five (5) school days, shall consult with the school staff member or person responsible for the program that has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy: The District provides parents with reasonable notice of the adoption or continued use of this policy and other policies related to student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events: The District will directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information).

Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and,

Any non-emergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parental opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities.

In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive: Any survey containing one or more of the following matters shall be deemed to be “sensitive” for purposes of this policy:

1. Political affiliations or beliefs of the student or the student’s parent;
2. Mental or psychological problems of the student or the student’s parent;
3. Sex behavior or attitudes
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of other individuals with whom the student has close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers
7. Religious practices, affiliations, or beliefs of the students or the student’s parent
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Section 9 - Parental Involvement Policies

A. General - Parental/Community Involvement in Schools:

Perkins County Elementary welcomes parental involvement in the education of their children. We recognize that parental involvement increases student success. It is the District’s policy to foster and facilitate, to the extent appropriate and in their primary language, parental information about, and involvement in, the

education of their children. Policies and regulations are established to protect the emotional, physical and social well being of all students.

1. Parental involvement is a part of the ongoing and timely planning, review and improvement of district and building programs.
2. Parents are encouraged to support the implementation of district policies and regulations.
3. Parents are encouraged to monitor their student's progress by reviewing quarterly report cards and attending parent-teacher conferences.
4. Textbooks, tests and other curriculum materials used in the district are available for review by parents upon request.
5. Parents are provided access to records of students according to law and school policy.
6. Parents are encouraged to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher or counselor and administrator. Parents' continued attendance at such activities would be based on the students' well-being.
7. Testing occurs in this school district as determined to be appropriate by district staff to assure proper measurement of educational progress and achievement.
8. Parents submitting written requests to have their student excused from testing, classroom instruction and other school experiences will be granted that request when possible and educationally appropriate. Requests should be submitted to the proper teacher or administrator within a reasonable time prior to the testing, classroom instruction or other school experience and should be accompanied by a written explanation for the request. A plan for an acceptable alternative shall be approved by the proper teacher and administrator prior to, or as a part of, the granting of any parent request.
9. Participation in surveys of students occurs in this district when determined appropriate by district staff for educational purposes. Parents will be notified prior to the administration of surveys in accordance with district policy. Timely written parental requests to remove students from such surveys will be granted in accordance with district policy and law. In some cases, parental permission must be given before the survey is administered.
10. Parents are invited to express their concerns, share their ideas and advocate for their children's education with board members, administrators and staff.
11. School district staff and parents will participate in an annual evaluation and revision, if needed, of the content and effectiveness of the parental involvement policy.

B. Title I Parental Involvement Policy:

The District's Title I Parental Involvement Policy is established in compliance with Federal law. The District has a parental involvement policy applicable to parents of all children. The parental involvement policy applicable to parents of all children is not replaced by this Title I Parental Involvement Policy and shall continue to be applicable to all parents, including parents participating in Title I programs.

It is the policy of the District to implement programs, activities, and procedures for the involvement of parents in Title I programs consistent with the Title I laws. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children.

Expectations for Parental Involvement: It is the expectation of the District that parents of participating children will have opportunities available for parental involvement in the programs, activities, and procedures of the District's Title I program. The term "parental involvement" means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their

child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in this parental involvement policy. The District intends to meet this expectation through the following activities:

1. Involving parents in the joint development of the District's Title I plan and the processes of school review and school improvement.
2. Providing coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance.
3. Building the schools' and parents' capacity for strong parental involvement.
4. Coordinating and integrating parental involvement strategies under Title I with parental involvement strategies under other programs.
5. Conducting, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served under the Title I program, including identifying barriers to greater participation by parents in Title I programs, with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental involvement policies of the District.
6. Involving parents in the activities of the schools served under Title I.

Policy Involvement: Each school served under the Title I program will:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination, and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities, such as training to help parents work with their children to improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.
4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.

6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. The district will educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
 - a. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under the Title I program and to explain the requirements of the Title I program.
 - b. Offer a flexible number of meetings, such as meetings in the morning or evening. If sufficient funds are provided for this purpose, the District may assist parental involvement in such meetings by offering transportation, childcare, or home visits.
 - c. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs.
 - d. Provide parents of participating children: (1) timely information about programs under Title I, (2) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and (3) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
 - e. If the District operates a school-wide program under Title I and such plan is not satisfactory to the parents of participating children, submit any parental comments on the plan when the school makes the plan available to the District.

Shared Responsibilities for High Student Academic Achievement: As a component of the District's parental involvement policy, each school served under the Title I program will jointly develop with parents for all children served under the Title I program a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall: (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State's student academic achievement standards and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: (i) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement; (ii) frequent reports to parents on their children's progress; and (iii) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.

Building Capacity for Involvement: To ensure effective involvement of parents and to support a partnership among the District, parents, and the community to improve student academic achievement, each school participating in the Title I program and the District: (1) shall provide assistance to participating parents, as appropriate, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of Title I and how

to monitor a child's progress and work with educators to improve the achievement of their children; (2) shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement; (3) shall educate teachers, student service personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teacher Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand; (6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training; (7) may provide necessary literacy training from funds received under Title I if the District has exhausted all other reasonably available sources of funding for such training; (8) may pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions; (9) may train parents to enhance the involvement of other parents; (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation; (11) may adopt and implement model approaches to improving parental involvement; (12) may establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs supported under Title I; (13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and (14) shall provide such other reasonable support for parental involvement activities under Title I as parents may request.

Accessibility: In carrying out the parental involvement activities for this Title I Parental Involvement policy, the District shall provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under Title I in a format and, to the extent practicable, in a language such parents understand.

Use, Distribution, and Updating of this Policy: This Title I Parental Involvement Policy shall be incorporated into the District's Title I plan, shall be distributed to parents of participating children, shall be made available to the local community, and shall be updated periodically to meet the changing needs of the parents and the school.

Section 10 - Homeless Students Policy

Homeless children for purposes of this Policy generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable federal and state law.

No Stigmatization or Segregation of Homeless Students: It is the District's policy and practice to ensure that homeless children are not stigmatized or segregated by the District on the basis of their status as homeless.

Homeless Coordinator: The Homeless Coordinator (Superintendent of Perkins County Schools) shall serve as the school liaison for homeless children and youth and shall ensure that: (1) homeless children are identified by school personnel; (2) homeless children enroll in, and have a full and equal opportunity to succeed in,

school; (3) homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services; (4) the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and provided with meaningful opportunities to participate in the education of their children; (5) public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens; (6) enrollment disputes are mediated in accordance with law; and (7) the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. The Homeless Coordinator may designate duties hereunder as the Homeless Coordinator determines to be appropriate.

Enrollment of and Services to Homeless Children: A homeless child shall be enrolled in compliance with law and be provided services comparable to services offered to other students in the school in which the homeless child has been placed. Placement of a homeless child is determined based on the child's "school of origin" and the "best interests" of the child. The "school of origin" means the school that the child attended when permanently housed or the school in which the child was last enrolled. Placement decisions shall be made according to the District's determination of the child's best interests, and shall be at either: (1) the child's school of origin for the duration of the child's homelessness (or, if the child becomes permanently housed during the school year, for the remainder of that school year) or (2) the school of the attendance area where the child is actually living. To the extent feasible, the placement shall be in the school of origin, except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian as provided in Nebraska Rule 19.

If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal. The process to resolve disputes concerning the enrollment or placement of a homeless child or youth is as follows:

1. The district shall provide a written response and explanation of a decision regarding any complaint or dispute of a parent, guardian or other person having legal or actual charge or control of a homeless child or youth within thirty (30) calendar days of the time such complaint or dispute is brought;
2. The enrollment of the homeless child or youth in the school where enrollment is sought during the time such dispute is being considered
3. And notice of the right to appeal as provided in Nebraska Rule 19.

Any parent, guardian or other person having legal or actual charge or control of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner of the Nebraska Department of Education within thirty (30) calendar days of receipt of the decision. Such appeals are informal and shall be submitted to the Commissioner in writing, as outlined in Nebraska Department of Education Rule 19, Section 005.03. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

Transportation will be provided to homeless students, to the extent required by law and comparable to that provided to students who are not homeless, upon request of the parent or guardian of the homeless child, or by the Homeless Coordinator in the case of an unaccompanied youth, as follows: (1) if the homeless child's school of origin is in the District, and the homeless child continues to live in the District, transportation to and from the school of origin shall be provided by the District; and (2) if the homeless child lives in a school other than the District, but continues to attend the Perkins County Elementary based on it being the school of origin, the new school and Perkins County Elementary shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin and, if they are unable to agree, the responsibility and cost for transportation shall be shared equally.

Section 11 - Breakfast and Lunch Programs

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School Meal Program and Meal Charges

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent.

Meal Charge Policy. The district will notify students and their families of the policy for **Charged Meals**, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is:

If a student has no funds available to pay for a meal, no food will be provided.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of

the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law. Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

The Perkins County Elementary has agreed to participate in the National School Lunch Program and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction. The District provides the United States Department of Agriculture's required nondiscrimination statement:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status.

1. School Food Authorities (SFAs) participating in the National School Lunch Program, School Breakfast Program, After School Snack Program or Special Milk Program must include the nondiscrimination statement in their student handbook in the section that addresses access to or information about the school meals program. It must also be included on the school's web site if school meal information is available.

Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov This institution is an equal opportunity provider.

If the material is too small to permit the full statement to be included, the material will at a minimum include this statement, in print no smaller than the text: "This institution is an equal opportunity provider."

2. The USDA "And Justice for All" poster must be displayed at each feeding site in a location that is visible to students during meal service.

3. Provide appropriate translations of materials concerning the availability and nutritional benefits of the school meals program, as needed. This requirement can be met through the use of bilingual staff members, volunteers and/or informational materials in appropriate languages.
4. Follow this procedure for Accepting and Filing Complaints of Discrimination in the School Meals Program
 - **RIGHT TO FILE A COMPLAINT:** Any person alleging discrimination based on race, color, national origin, sex, age or disability has a right to file a complaint within 180 days of the alleged discriminatory action.
 - **ACCEPTANCE:** All complaints, written or verbal, shall be accepted by the School Food Authority CIVIL RIGHTS (SFA) and forwarded to the Administrator of the Nebraska Department of Education - Nutrition Services within five days. It is necessary that the information be sufficient to determine the identity of the agency or individual toward which the complaint is directed, and to indicate the possibility of a violation. Anonymous complaints shall be handled as any other complaint.
 - **VERBAL COMPLAINTS:** In the event that a complainant makes the allegation verbally or through a telephone conversation and refuses or is not inclined to place such allegations in writing, the person to whom the allegations are made shall write up the elements of the complaint for the complainant. Every effort should be made to have the complainant provide the following information:
 - 1) Name, address and telephone number or other means of contacting the complainant.
 - 2) The specific location and name of the entity delivering the program service or benefit.
 - 3) The nature of the incident(s) or action(s) that led the complainant to feel discrimination was a factor
 - 4) The basis on which the complainant feels discrimination exists (race, color, national origin, sex, age or disability).
 - 5) The names, titles and addresses of persons who may have knowledge of the discriminatory action(s).
 - 6) The date(s) during which the alleged discriminatory action occurred, or if continuing, the duration of such actions.
5. Train staff on civil rights annually. Specific subject areas to include:
 - **COLLECTING AND USING DATA:** Data is collected on ethnicity and race. Parent self-declares. If they do not report, SFA staff will code based on perception. All program materials must be stored in an area of restricted access and retained for three years.
 - **EFFECTIVE PUBLIC NOTIFICATION SYSTEMS:** Display the “And Justice for All” poster, include the nondiscrimination statement on program materials, provide information in other languages and alternative formats as needed and convey equal opportunity in all photos and other graphics on websites, publications, etc.
 - **COMPLAINT PROCEDURES:** Procedures must be established to accept complaints or grievances based on race, color, national origin, sex, age, or disability. Participants must be advised of their right to file a complaint, how to file a complaint, and the complaint procedures. If there is a complaint, the SFA must contact the Nebraska Department of Education – Nutrition Services.
 - **COMPLIANCE REVIEW TECHNIQUES:** Ensure civil rights requirements are being followed during review process.
 - **RESOLUTION OF NON-COMPLIANCE:** Inappropriate actions must cease. A corrective action plan is required and appropriate procedures must be implemented.
 - **REQUIREMENTS FOR REASONABLE ACCOMMODATION OF PERSONS WITH DISABILITIES:** Entrances and exits must exist to accommodate the disabled. Braille signage and alternative arrangements for service must be available, when needed.
 - **REQUIREMENTS FOR LANGUAGE ASSISTANT:** Bilingual personnel and materials must be provided depending on need, resources available and cost.

- CONFLICT RESOLUTION: Use alternative dispute resolution techniques when necessary. Treat others with respect.
- CUSTOMER SERVICE: "Treat others the way they want to be treated (or at least be aware of what that is)."

6. Attach documentation of annual training, including date and attendance roster.

Section 12 - Title IX

[Date]

[Individual's Name and Address]

Re: ***Notice of Title IX Policy***

Dear [individual student/employee]:

The Perkins County Board of Education has adopted policy [insert Title IX policy number] regarding Title IX, the prohibition against discrimination on the basis of sex, and grievance procedures for complaints. This policy may be found in our handbooks.

Pursuant to this policy, the district does not discriminate on the basis of sex in any education programs, which extends to admission and employment. 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.

The Title IX Coordinator is [insert designated coordinator], who may be contacted in person, by mail, by telephone, or by electronic mail at [insert address, telephone number, and email address.]

The assistant Secretary for Civil Rights of the United States Department of Education may be contacted at: U.S. Department of Education, Office for Civil Rights, Washington, D.C. 20202-1100.

Sincerely,

[Signature Block]

Section 13 - Title IX Policy

Title IX Policy and Grievance Procedures

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), 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), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a), 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.

5.1.4.4. 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. Determination Regarding Responsibility

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

5.6.2. 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.

5.6.3. 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:

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

5.6.3.2. 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;

5.6.3.3. Findings of fact supporting the determination;

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

5.6.3.5. 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

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

5.6.4. 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.

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

5.7. **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.

5.7.1. **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 5.7.2 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.

5.7.2. **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:

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

5.7.2.2. 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

5.7.2.3. 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.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. 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;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. **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:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. 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;

5.8.1.3. 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

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

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

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

5.9. **Recordkeeping.**

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

5.9.1.1. 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;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. 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.

5.9.2. 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.

Reviewed on: 6-16-22

AVAILABILITY OF HANDBOOKS

The 2022-2023 Student-Parent Handbook of Perkins County Elementary Schools is available on the internet at perkinscountyschools.org.

Because of the expense of printing the handbooks, we are asking that you consider using the Internet to access and review the 2022-2023 Student Parent Handbook. Using the internet to access the handbook will allow the district to direct printing dollars to instructional needs and eliminate the need for you to search for your handbook when you have questions throughout the year. Thank you for considering this new use of technology to improve school-home communication.

Please return to the Principal's Office by September 1, 2022. This will allow us time to get the Handbook to all students and parents before school starts while avoiding the necessity of printing more copies of the Handbooks than necessary.

- ☐ Thank you for providing the 2022-2023 Student-Parent Handbook online. I will review it on the Internet. My signed receipt below acknowledges receipt of the Handbook in a satisfactory manner via the Internet.
- ☐ I prefer a paper copy of the Handbook.

Name

RECEIPT OF 2022-2023 STUDENT - PARENT HANDBOOK OF PERKINS COUNTY ELEMENTARY SCHOOLS

This signed receipt acknowledges receipt of the 2022-23 Student-Parent Handbook of Perkins County Elementary Schools. It is understood that the handbook contains student conduct and discipline rules and information about Safe and Drug-Free Schools and that the undersigned, as student, agrees to follow such conduct and discipline rules. This receipt also serves to acknowledge that it is understood that the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook, which should be used to respond to harassment or discrimination.

Date: _____

Date: _____

Student's Signature

Parent or Legal Guardian's Signature

Return to:

Nancy Sorensen, Principal
Perkins County Elementary Schools
Grant, Nebraska

**PARENTAL AUTHORIZATION AND RELEASE FORM
ADMINISTRATION OF NON- PRESCRIPTION DRUGS TO STUDENTS**

While the administration of medications to students should be scheduled outside of school hours whenever possible, occasionally it may be necessary for school personnel to administer nonprescription drugs to a student as authorized by the student's parents, guardians, or medical professionals and state law. School personnel will only dispense those nonprescription drugs which have been approved by state and federal law for use as a drug and meet the definition of nonprescription drugs in Nebraska's Medication Aide law which states:

Nonprescription drugs means nonnarcotic medicines or drugs which may be sold without a medical order and which are prepackaged for use by the consumer and labeled in accordance with the requirements of the laws and regulations of this state and the federal government.

In order for students to be administered nonprescription medication by school personnel, a parent or guardian must:

- Complete and return this authorization form.
- Provide the district with any nonprescription drugs you wish to be administered in its original container from the manufacturer, which must include legible, unadulterated manufacturer instructions. The container must be labeled with the student's name.
- Provide the district with specific written instructions regarding the requested nonprescription drug's administration, including the date(s) the student is to be administered the drug, the dosage to be administered, the frequency of administration, and any other details or conditions relevant to administration.

School personnel will not administer nonprescription drugs in a manner inconsistent with the manufacturer instructions or state law. School personnel will not administer non-prescription drugs that have expired.

The undersigned are the parent(s), guardian(s), or person(s) in charge of

(name of the student)

I authorize and request school personnel to administer nonprescription drugs to my student. I release the school district, its officials, and employees from any and all liability concerning the administration of nonprescription drugs to my student.

DATED this ____ day of _____, 20__.

Parent/Guardian

RECORD OF SELF-ADMINISTRATED MEDICINE

Parent's Phone _____

Student Name _____ Grade _____

Date to Begin _____ Date to End _____

Name of Medication _____

Dosage of Medication _____ Time _____

Doctor _____ Phone #1 _____

Phone # _____

Possible Adverse Reaction: _____

7-12 Activity Handbook Changes
for the 2022-2023 School Year

Eligibility Policy - Article 5, Section 14 - 9th Hour

1) ELIGIBILITY Policy

Eligibility will be determined on a weekly basis. If a student is determined to be ineligible, they will not be allowed to participate in any public performance or competition on a weekly basis. All students/ parents will be given notice using the "Progress Reports" when the student is failing a class.

Students who are failing two classes in the present semester will be given 14 calendar days to improve their grades. Additionally, they will be required to attend 9th Hour until they are failing one class or less. If one or more grades have not improved to a passing level (70% or higher) at the end of the 14 calendar days, the student will become ineligible on a weekly basis for public performances or competitions (Live Performances, Competitions, Dances, Etc.) and will be required to attend 9th Hour. Furthermore, if you are ineligible, you will not be allowed to go off campus for lunch. Once the student is failing one class or less, they are immediately eligible.

Failing more than 2 classes at one time results in immediate ineligibility. Once the student is failing one class or less, they are immediately eligible.

Title IX - Article , Section 14 - Must have the full policy in the handbook

- Attach the Policy

Handbook Changes 2022-23
Years Changed

Duty to Report	22
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Copyright and Fair Use Policy	30
Use of School and Personal Vehicles	31
Notice of Nondiscrimination	32
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Professional Attire

It is important for teachers to project a professional image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting a professional image. Teachers are expected to maintain conservative and professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. Staff should dress in a manner that reflects the honorable profession of education. Certified staff, paraeducators and office staff should generally dress in business casual attire. Custodial, maintenance and transportation staff should dress in attire appropriate to the work they are performing. The administration may establish more detailed guidelines for individual teachers should that be necessary.

Duty to Report

School personnel shall self-report any of the following to the District's Superintendent within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:

- Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
- Any arrest for any reason;
- Any criminal conviction;
- Any sentence of incarceration;
- Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the employee for child abuse and/or neglect;
- Any complaint or other administrative filing against the employee that could impact any certificate or professional license held by the employee;
- Any action or threat of action by any entity against the employee's driver's license or ability or authority to operate a motor vehicle if the employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this section may result in disciplinary action up to and including cancellation, termination, and non-renewal.

Copyright and Fair Use Policy

The school district complies with federal copyright laws. Staff members must comply with copyright laws when using school equipment or working on behalf of the district. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Staff who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their building principal, review the school district's copyright compliance policy, and review *Reproduction of Copyrighted Works by Educators and Librarians* from the U.S. Copyright Office found at <https://www.copyright.gov/circs/circ21.pdf> and *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site: <http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

Use of School and Personal Vehicles

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use any electronic communication devices while driving a school vehicle or while transporting children. The superintendent or building principal may grant exceptions and allow verbal communication on an as needed basis for specific district-related work based upon employees' duties and responsibilities.

Notice on Nondiscrimination

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 3053 – Nondiscrimination

Harassment and Discrimination

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with an employee's school performance, or (3) otherwise adversely affects an employee's employment opportunities. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Phillip Picquet at 308-352-4735, phillip.picquet@perkinscountyschools.org in person at school. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Phillip Picquet at 308-352-4735, phillip.picquet@perkinscountyschools.org or in person at school. Employees who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Superintendent at 308-352-4725 or in person at school. Employees may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Title IX Policy and Grievance Procedures

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), 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), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a), 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

5.1.4.4. 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. Determination Regarding Responsibility

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

5.6.2. **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.

5.6.3. 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:

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

5.6.3.2. 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;

5.6.3.3. Findings of fact supporting the determination;

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

5.6.3.5. 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

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

5.6.4. 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.

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

5.7. 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.

5.7.1. 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 5.7.2 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.

5.7.2. 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:

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

5.7.2.2. 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

5.7.2.3. 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.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. 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;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. 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:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. 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;

5.8.1.3. 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

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

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

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

5.9. Recordkeeping.

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

5.9.1.1. 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;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. 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.

5.9.2. 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.

Reviewed on: 6-16-22



**Perkin County Schools
Faculty Handbook
2022-2023**

Perkins County Schools Teacher Handbook 2022-2023 School Year

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FOREWORD

Intent of Handbook

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

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

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

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

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

This handbook will be in effect for the 2022-2023 and subsequent school years unless replaced by a later edition.

Section 2 - School Mission Statement

The mission of Perkins County Schools is to develop capable, responsible, lifelong learners who demonstrate those skills necessary for academic and occupational success in a global society.

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

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

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;

- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:

Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learnings in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education; Is appropriate for the developmental level of the students; Addresses diverse learning needs;

Instills a passion for learning and the importance of life-long learning; Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information; Develops expected work ethics, as well as group participation and leadership skills; Incorporates character education and multicultural education, including respect for diversity; Provides for application of technology in all learning areas;

Provides access to advanced courses; and Is organized in a schedule that is functional and meets student needs in all curriculum areas.

- Providing a supportive learning environment which includes:
a welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity; learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

Section 3- School Closures, Emergency Conditions, Contract and Make-up Days

Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify patrons, students, and families via the district's Instant Notification System should a school closing be deemed necessary. Information will also be shared with local news media when inclement weather warrants such action. The information is broadcast regularly by radio and television stations.

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

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

Parental Decisions. Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will

be marked absent. You should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

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

Contract Days

Teachers are contracted for 184 days (hereinafter referred to as the "contract year"). Such contract days shall be served by individual teachers on varying schedules as established by the Board of Education and administration.

Make-Up Days

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

The scheduling of make-up days is at the prerogative of administration. If teachers have any of their three initial personal days remaining for that contract year, and with administrative approval, they may use any or all of those days in lieu of make-up days. Note, this provision does not apply to the fourth or fifth days of personal leave in the negotiated agreement. Administration may accept professional development workshop days in the month of June as substitute make-up days. Administration will determine what professional development workshops would qualify.

Section 4 - EMPLOYMENT, COMPENSATION AND BENEFITS

Employment

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

On or after March 15 of each school year a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance on or before April 1 or such other date after March 15 as may be designated in the notice. It is important for teachers to respond to the request to signify acceptance, as a failure to signify acceptance of employment by the April 1 or other designated date shall constitute cause for amendment of termination of the teacher's contract. If a teacher signifies acceptance of employment for the next school year, the teacher may either be issued a new Teacher's Contract or a "Contract Renewal Agreement."

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present

significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after May 15 or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-820.

Assignments

The professional duties to be performed by a teacher with the District shall be subject to assignment by the Superintendent of the District with the approval of the Board of Education. A teacher will be expected to devote full time during days of school to the teacher's position and to diligently and faithfully perform the assigned duties to the best of the teacher's professional ability. Job descriptions, where available, provide additional information about the position duties.

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such "extra duty" assignments to support the extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon or as set forth in the negotiated agreement. The extra-curricular program of the school district is an integral part of the overall educational program of the school district. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in an extra duty assignment is a part of the evaluation of the teacher's overall performance to the District.

Personnel File

The District will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file, including but not limited to Neb. Rev. Stat. § 79-8,109.

Grievances and Complaints

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. All other employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.

Compensation

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

Changes in Salary Schedule Placement. Changes in a teacher's placement on the salary schedule shall be governed by the provisions of the negotiated agreement. Teachers are expected to provide the Superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher's placement on the salary schedule. Failure to timely provide an official transcript from the post-graduate institution of the graduate hours earned will result in a loss of such credit for such school year.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 15th of the month, or the last preceding school day, if the 15th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in

one lump sum.

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

Extended Duty Pay

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at 60% of schedule placement on a per diem basis for such teacher's extended time.

Benefits

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

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

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

Payroll and Payroll Deductions

Salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement. Payroll deductions shall be made in accordance with law and the negotiated agreement.

Expense Reimbursement

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Perkins County Schools Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. Staff may use personal vehicle only if a school vehicle is unavailable and/or with administrative approval. The District is not liable for physical damage to employee vehicles.

Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request must be made to the Principal.

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

the expense was actually incurred and that the expense was reasonable and related to a school-purpose. All purchases must have administrative approval and a purchase order on file in the office. Failure to follow procedure may result in staff member being responsible for the purchase. District is not responsible for the tax on reimbursements.

Credit card use must be approved prior to purchase by administration.

403(b) Salary Reduction Agreements

The District will cooperate with any staff member who chooses to participate in an investment program under an Internal Revenue Code Section 403(b) provided that the employee's vendor of the 403(b) Plan elected by the teacher has entered into an Information Sharing Agreement no later than December 31, 2021. The District will use Almquist, Maltzahn, Galloway, and Luth as the third party administrator the 403(b) plans.

Overtime

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time. A publication provided by the federal government which provides more information about the FLSA is attached as Appendix "A" to this handbook.

Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time-to-time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40-hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

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

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of

employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Section 5 – ABSENCES & LEAVE

Paid Leave - Sick and Personal Leaves

Teachers are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with the negotiated agreement. During such paid leaves, teachers shall continue to receive all salary and fringe benefits called for by the negotiated agreement.

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated. *Teachers should avoid using personal leave during the first or last week of school and during professional development days unless it is unavoidable. These days should be held in high regard for developing and implementing classroom procedures, professional growth, and completion of end of the year tasks and ceremonies.*

Requests for Leave

Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important.

A teacher who becomes ill and is unable to work is to contact their building Principal or **Teacher Attendance Secretary** preferably before 6:45 AM. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to **Teacher Attendance Secretary** as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as possible.

For personal and other leaves, a Request for Leave form is to be submitted to **Teacher Attendance Secretary** at least five school days prior to the leave, or such other advance notice as is practical under the circumstances.

Return from Leave

Upon return from leave, teachers are to review information supplied by the substitute teacher as to progress made in the class and any student behavior concerns. The substitute should be contacted directly if the written information supplied is not adequate.

A teacher who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of one week or more due to illness, must present a written statement to the Principal from the teacher's physician or health care provider stating that the teacher is physically able to return to duty. This statement is to be presented in person before the teacher returns to duty in order that the present stage of convalescence can be observed and discussed.

Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = [1/184th] of total salary and fringe benefits.

Leaves of Absence

A teacher may apply to the Board of Education for a leave of absence from the teacher's duties. The Board of Education will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All leaves of absence shall be without pay except for the payment of health insurance benefits as may be required under applicable state or federal laws. The Board's approval will depend partially on whether a suitable replacement can be hired.

Leave Not Covered in items A, B, C, or D in the Negotiated Agreement

Any leave that is not covered in the provisions regarding sick, bereavement, professional activity, or personal leave will require prior approval of the superintendent of schools. The teacher's salary for such unpaid leave will be reduced by the amount generated by the ratio of the number of days of unpaid absence bears to 184 multiplied by the salary of the teacher on leave.

Jury Duty

A teacher who is summoned for jury service shall promptly notify the Principal of such summons. The teacher's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District may reduce the pay by an amount equal to any compensation, other than expenses, paid by the court for jury duty. Teachers are to notify the Principal of the amount received for such jury duty.

If a teacher, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the teacher is to report for duty and resume duties for the balance of the day. When a teacher is entirely dismissed from jury duty, the teacher is directed to report for duty and the substitute will be dismissed.

Teachers are expected to promptly notify the Principal of any other form of legal summons which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the teacher will be required to use available leave days.

Military Leave

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave. Employees requesting military leave under the Nebraska Statutes must notify the superintendent at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days.

When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees in specified circumstances. A publication provided by the federal government which provides more information about FMLA leaves is attached as Appendix “C” to this handbook. Some specifics regarding FMLA leave at [Insert School Name]:

The plan year for FMLA is a rolling year. A rolling year is a 12-month period measured backward from the date an employee last used any FMLA leave.

Employees will be required to substitute remaining applicable paid leave prior to using unpaid leave. In other words, the total of job-protected paid and unpaid leave is 12 weeks.

If you need to take an FMLA leave, or have any questions regarding an FMLA leave, you should contact the Superintendent.

Section 6 – DUTIES AND RESPONSIBILITIES

Teacher duty hours are M-TH 7:45-3:45 and FRIDAY 7:45-2:45

Hours of Work & Meetings

Regular, dependable attendance at work is an essential function of a teacher’s employment position.

The Board of Education recognizes that teachers' responsibilities to their students and their profession generally involve the performance of duties and the commitment of time beyond the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

Schools have differing starting and ending times for the student day. Certificated employees assigned to a building are to spend seven hours and 30 minutes on site, including lunch break (30-minute lunch), except that duty-free lunch-time can be spent off-site. The Principal will determine the length of time prior to and after the student class schedule for staff to be on-site in order to meet the required seven hours and 30 minutes. Staff may leave the building earlier when called to a professional meeting.

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

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

Building administrators may call building meetings during the scheduled work week. Building administrators will make every attempt to create a routine schedule for such meetings. Example: Meeting from 7:30AM-7:55AM, equals teachers dismissed at 3:30 PM; Meeting from 3:30 PM-3:55PM, teachers arrive at 7:55AM. There may be times that such schedules will not work due to the importance of the meeting or the scheduling of other events.

Arrival to Duty Assignments

Full-time teachers have a designated on-site work day as eight (8) hours. Teachers are to be in the

building by no later than 15 minutes prior to the arrival of students and to remain on duty until at least 15 minutes after students have left. Certificated employees, other than teachers, are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned classroom at least five minutes before each period begins to assure that students are not unsupervised within the classroom.

Leaving School

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

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

Lesson Plans

Teachers are expected to prepare lesson plans in accordance with the building administrators directive.

Daily Class Record Books

Teachers are expected to keep grades and attendance current on the student information system (Power School). Teachers are to assess frequently enough and to record grades in timely manner so as to realistically justify the current term and final grade.

Classroom and School Procedures

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

Text Book and Room Inventory

All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair. Insist that students put covers on their books by the end of the first week after receiving them.

Use of Cell Phones

Teachers shall not use personal cell phones for any non-school purpose during teacher duty time.

Use of Para-professionals

Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must

not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Teacher aides may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculate grades and record grades. Teacher aides are to work only on their assigned workdays and within their assigned work day. If the teacher desires the aide to work hours other than the assigned work hours or assigned workday, contact the administration for approval.

Use of Student Aides

Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades or record grades. Keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.

Checking Out of Equipment

All equipment must be checked out through the building principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.

Requisition of Equipment and Supplies

Books and supplies which are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.

E-mail

Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day, and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

Teacher Mail Box

Each teacher will be assigned a mailbox located in the teacher meeting room. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communicate regarding school business.

Teachers Meetings

Teachers' meetings will be scheduled by administration throughout the year. **ALL** teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

Supervision of Students

Proper supervision of students is an important responsibility for teachers and other adults responsible for our students. Teachers and other adults responsible for student supervision are expected to meet the four "P's" for student supervision and safety.

1. Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. Do not send students to areas that are not supervised (i.e. media center, computer lab). If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful with touching students. Use of corporal punishment is prohibited at Perkins County Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

2. Proper Instructions

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

3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.
- Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event an emergency.

4. Proper Warnings

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

Contact the Office for Assistance

The office administration should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

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

Student Searches

Office administration will perform searches of students or their belongings. Administration may appoint a designee to perform searches. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

Student Rights

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

Managing Student Conduct

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for **all students** in the hallways, in the rest rooms, at assemblies, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator.

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

1. On the first day of class make students aware of classroom expectations. Students will accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student's and teacher's stories are different. Be prepared to provide documentation.
5. Follow up on any referral. The student may not go to the principal or the counselor when

- sent. The administrator or attendance coordinator will inform the teacher of the consequences.
6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the counselor if you have questions as to the procedure.
 7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
 8. Read and understand the student handbook and the student conduct rules of the District.
 9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
 10. Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

Dispensing Medication

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. §71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

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

Reporting Child Abuse

Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

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

Teachers are to inform their principal or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for a teacher. However, informing a principal or supervisor does not end the teacher's responsibility; teachers are obligated to make certain a report was made if they do not do it themselves.

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to interview the child during the school day and prior to an evening or weekend. In cases of physical injury (e.g., bruising or other marks), it is essential the police observe and document the injury. A counselor, the school social worker or an administrator will help you.

SECTION 7 – PERSONAL AND PROFESSIONAL CONDUCT

Professional Ethics Standards

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

Preamble

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

Principle I - Commitment as a Professional Educator:

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative

certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.

- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
 - I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II - Commitment to the Student:

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

- A. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- E. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
- G. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the educator:

- A. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.**
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession:

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to the profession, the educator:

- A. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- B. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
- C. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices:

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

In fulfillment of the obligation to professional employment practices, the educator:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.

Shall use time on duty and leave time for the purpose for which intended.

Evaluations

Evaluations of teachers will be conducted in accordance with the District's evaluation policy.

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

Role Model

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

Relationships

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

Duty to Report

School personnel shall self-report any of the following to the District's Superintendent within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:

- Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
- Any arrest for any reason;
- Any criminal conviction;
- Any sentence of incarceration;
- Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the employee for child abuse and/or neglect;
- Any complaint or other administrative filing against the employee that could impact any certificate or professional license held by the employee;
- Any action or threat of action by any entity against the employee's driver's license or ability or authority to operate a motor vehicle if the employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this section may result in disciplinary action up to and including cancellation, termination, and non-renewal.

Professional Attire

It is important for teachers to project a professional image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting a professional image. Teachers are expected to maintain conservative and professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. Staff should dress in a manner that reflects the honorable profession of education. Certified staff, paraeducators and office staff should generally dress in business casual attire. Custodial, maintenance and transportation staff should dress in attire appropriate to the work they are performing.

The administration may establish more detailed guidelines for individual teachers should that be necessary.

Private Tutoring

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

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

Outside Employment

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

SECTION 8 – ACADEMIC MATTERS

Purpose and Goals of Academic Achievement

The Perkins County Schools Board of Education is committed to providing a quality education for all

Perkins County Schools students consistent with the school's mission statement. Effective, quality instruction by teachers is an essential means of meeting the District's mission of providing a quality education.

Teaching to Student Understanding to Assure Learning

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

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

Instruction in the Curriculum

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

Measuring, Analyzing, and Reporting Academic Achievement

Grades and Grading. Measuring, analyzing, and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards and within PowerSchool. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is recommended that the teacher record at least two grades per week.

Grades need to be recorded electronically within 5 days of the assignment due date. It is generally preferable to give numerical grades for tests, quizzes, and daily work. **GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.**

Recording Grades. Each teacher shall record grades in the Daily Class Record POWER SCHOOL. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns. Grades must be completed on dates specified by building principals. Refrain from asking for extensions.

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

The preceding grade scales are expected to be used according to the following guidelines:

1. No other grade scales are to be used on official records or reports.

2. "Failing," "unsatisfactory" or equivalent terms indicate that student performance does not meet the minimum requirements established for the course. A final mark of "failing" or "unsatisfactory" in a credit-bearing course means that credit hours will not be granted.
3. The mark given at the end of each reporting period is considered an evaluation of the pupil's status at the time (for example, the final mark in a semester course is an evaluation of the pupil's status as of the close of the semester; not an average of two nine-week marks).
4. Teachers may exercise professional judgment in distributing marks. Marks are not expected to be distributed on a normal curve.

Reconsideration of Grades/Marks

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

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

Reduced Credit. Some students in certain situations may qualify for less than the number of credits normally granted for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples. If a student is excessively absent from a class for any particular reason, a teacher may request reduced credit. All cases of reduced credit should be recorded on a "Reduced Credit/Error Summary" form and be approved by the Principal.

Transfer Grades. A student transferring into Perkins County Schools at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the Principal.

Reports to Parents. Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year. It is the responsibility of the teacher to contact parents if a student is failing or near failing in an attempt to garner their support in finding a successful solution.

The grade reports are produced from information supplied by teachers and distributed to parents by the building principal.

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

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

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

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

Parent-Teacher Conferences

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, quarterly Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. A teacher may only be excused from attendance at Parent-Teacher conferences in writing by the Superintendent. The schedule setting forth the dates and times for the Parent-Teacher conferences for the school years is as follows:

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

SECTION 9 – Drug and Weapon-Free Workplace, Use of District Equipment

Drug-Free Workplace

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

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

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

Employees are to sign a receipt confirming they have reviewed and understand Perkins County Drug-Free Workplace policy (4002).

Smoke and Tobacco-Free Workplace

The use of and/or possession of tobacco products in the District's buildings and on school grounds, all owned or leased facilities and vehicles is prohibited. This includes vaping and vape products.

Weapon-Free Workplace

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

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

Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;

The frame or receiver of any object described in the preceding example;

Any firearm muffler or silencer;

Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;

Any bludgeon, club, metal knuckles, or throwing star;

Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;

Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and

A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.

A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.

Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

Use of District Computer Network and Internet

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

In using the computers and the Internet, teachers are agreeing to the following:

Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.

- If a teacher downloads public domain programs for personal use or non commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
- Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission.
- Teachers are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion. Further, teachers are prohibited from placing such information on the Internet.
- Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
- Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
- Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
- Teachers will not attempt to login to the system as a system administrator.
- Teachers understand that the intended use of all computer equipment is to meet instructional objectives.
- Teachers will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
- Teachers will not use the network for financial gain or for any commercial or illegal activity. Attempts to bypass security systems on computer workstations or servers or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses is forbidden.
- The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products.
- The teacher is solely responsible for any such charges. The teacher's acceptance of an email account is an acceptance of the teacher's agreement to indemnify the District for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
- The Internet will be supplied for your use on an "as is, as available" basis.
- The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
- The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
- The District reserves the right to refuse posting of files, and to remove files.
- The District further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. The computer system is not a public forum. It is provided for the limited purpose of advancing the

District's mission.

A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training by the on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

Teachers and administrators should not "friend" students, parents or guardians of students, or otherwise "establish special relationships" through personal social media. Neither should educators give students or parents access to personal postings unrelated to school. Pre-existing relationships outside of school, e.g. neighbors, fellow church members, etc., are an appropriate exception. Employees are required to use "appropriately respectful speech" in their personal social media posts, and must refrain from harassing, defamatory, abusive, discriminatory, sexually explicit, threatening, or other inappropriate communications on their personal posts.

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

Use of School Facilities

Teachers will be issued keys and a key card to the school. Teachers are expected to not lose their keys or key card and to not allow others to have access to or to use their keys/key card. Teachers should not possess keys that they have not been approved to use. Possessing non-approved keys or copying keys without permission will be considered insubordination. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry doors are fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

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

Care of School Property

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

Visitors

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. Teachers are not to bring their children to school with them in lieu of taking them to childcare.

Salespersons

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

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

Security of Desks and Lockers

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

The school exercises exclusive control over school property and reserves the right search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

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

Video Surveillance

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

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Bulletins and Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed

within 48 hours after the event.

Copyright and Fair Use Policy

The school district complies with federal copyright laws. Staff members must comply with copyright laws when using school equipment or working on behalf of the district. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The “fair use” doctrine allows limited reproduction of copyrighted works for educational and research purposes. “Fair use” of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Staff who are unsure whether their proposed reproduction of copyrighted material constitutes “fair use” should consult with their building principal, review the school district’s copyright compliance policy, and review *Reproduction of Copyrighted Works by Educators and Librarians* from the U.S. Copyright Office found at <https://www.copyright.gov/circs/circ21.pdf> and *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site: <http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

Lost and Found

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

Safety

Safety Program and Safety Committee

The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. A representative from each bargaining group plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers’ association. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers’ association representative of the safety committee, (2) contact the President of the teachers’ association, or (3) contact the Safety Committee in care of the Superintendent.

Safety Practices

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

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

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

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

Use of School and Personal Vehicles

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use any electronic communication devices while driving a school vehicle or while transporting children. The superintendent or building principal may grant exceptions and allow verbal communication on an as needed basis for specific district-related work based upon employees' duties and responsibilities.

Drivers for the school district must be free from drug and alcohol use or abuse. The school district will test drivers as permitted under state and federal law and in accordance with board policy.

Accidents

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

Workers Compensation

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

SECTION 10 – STATE AND FEDERAL PROGRAMS

Notice of Nondiscrimination

The Perkins County Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status in admission or access to, or treatment with regard to employment or with regard to its programs and activities. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law.

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

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights The U.S. Equal Employment Opportunity Commission (EEOC)
612 East 12th Street 1801 L Street, N.W.
Room 353 Washington, D.C. 20507
Kansas City, MO 64106 (800) 669-4000; TDD: (800) 669-6820
800-368-1019
FAX: 816-426-3686; TDD: 800-537-7697 or ocr.kansascity@ed.gov

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 3053 – Nondiscrimination

Designation of Coordinators

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for each coordinator is: Perkins County Schools, 740 Sherman Ave., P.O. Box 829, Grant, NE 69140, (308) 352-4735.

Anti-discrimination & Harassment Policy

Elimination of Discrimination

The Perkins County Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Harassment and Discrimination

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with an employee's school performance, or (3) otherwise adversely affects an employee's employment opportunities. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Phillip Picquet at 308-352-4735,

phillip.picquet@perkinscountyschools.org in person at school. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Phillip Picquet at 308-352-4735, phillip.picquet@perkinscountyschools.org or in person at school. Employees who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Superintendent at 308-352-4725 or in person at school. Employees may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment. Sexual harassment may exist when:

Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities; Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;

The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Complaint and Grievance Procedures

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Perkins County Schools. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

Grievance Procedure for Persons with a Disability

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

violations of the ADA or Section 504:

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

Confidentiality of Student Records (FERPA)

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

Disclosure of Student Information to Military Recruiters and Colleges

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses, and telephone listings of high school students unless parents have notified the school district in writing that they do not want this information disclosed without prior written parental consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Disclosure of Staff Qualifications

The Every Student Succeeds Act gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. The District designates the following information as "directory information" and will give parents/guardians such information upon request:

1. Whether the teacher has met the state's certification criteria for the grade level and subject matter s/he teaches;
2. Whether the state has waived its qualification and licensing criteria to permit the teacher to teach on an emergency or other provisional basis;
3. Whether the teacher is teaching coursework in the field or discipline of his/her certification;
4. Whether teachers' aides or similar paraprofessionals provide services to the parents'

children, and if they do, their qualifications.

Student Privacy Protection

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

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

Parental Involvement

General - Parental/Community Involvement in Schools

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

1. provide parents timely information about their child's progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student's academic and behavioral needs;
2. make textbooks, completed tests and other curriculum materials available for review by parents upon request;
3. permit parents access to their child's records according to law and school policy;
4. encourage parents to attend courses, assemblies, counseling sessions and other

- instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;
5. assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
 6. permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
 7. notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
 8. encourage parents to express their concerns, share their ideas and advocate for their child's education.

Title I Parental Involvement

The District has a separate policy established pursuant to Federal law relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children be given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

Homeless Students

Federal law requires that homeless students not be stigmatized or segregated on the basis of their status as homeless. Homeless children generally include children who lack a fixed, regular, and adequate nighttime residence. The Superintendent serves as the District's designated Homeless Coordinator and should be contacted for questions relating to a homeless student.

Breakfast and Lunch Programs

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

Confidentiality of Protected Health Information

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

Notice of COBRA Continuation Coverage Rights ** Continuation Coverage Rights Under COBRA **

Introduction

You are receiving this notice because you have recently become covered under [Insert Name of School] health plan (the "Plan"). This notice contains important information about your right to

COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.** This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan Document from the Plan Administrator.

The Plan Administrator is responsible for administering COBRA continuation coverage.

COBRA Continuation Coverage

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation must pay for COBRA continuation coverage.

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

Your hours of employment are reduced, or

Your employment ends for any reason other than your gross misconduct.

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

Your spouse dies;

Your spouse's hours of employment are reduced;

Your spouse's employment ends for any reason other than his or her gross misconduct;

Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or

You become divorced or legally separated from your spouse.

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

The parent-employee dies;

The parent-employee's hours of employment are reduced;

The parent-employee's employment ends for any reason other than his or her gross misconduct;

The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);

The parents become divorced or legally separated; or

The child stops being eligible for coverage under the plan as a “dependent child.”

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

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer to the extent retiree health coverage is provided, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event within 30 days of any of these events.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration’s determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

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

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

If You Have Questions

If you have questions about your COBRA continuation coverage, you should contact the Superintendent or Plan Administrator or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's web site at www.dol.gov/ebsa.

Keep Your Plan Informed of Address Changes

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

APPENDIX

Appendix A:	FSLA	www.dol.gov/whd/flsa/
Appendix B:	FMLA	www.dol.gov/whd/fmla/
Appendix C:	EEOC	www.eeoc.gov/

Title IX Policy and Grievance Procedures

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), 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), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a), 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

5.1.4.4. **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. **Determination Regarding Responsibility**

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

5.6.2. **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.

5.6.3. 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:

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

5.6.3.2. 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;

5.6.3.3. Findings of fact supporting the determination;

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

5.6.3.5. 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

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

5.6.4. 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.

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

5.7. **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.

5.7.1. **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 5.7.2 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.

5.7.2. **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:

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

5.7.2.2. 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

5.7.2.3. 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.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. 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;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. 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:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. 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;

5.8.1.3. 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

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

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

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

5.9. Recordkeeping.

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

5.9.1.1. 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;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. 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.

- 5.9.2. 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.

Reviewed on: 6-16-22

RECEIPT OF 2022-2023 TEACHER HANDBOOK OF PERKINS COUNTY SCHOOLS

This signed receipt acknowledges receipt of the 2022-2023 Teacher Handbook of Perkins County Schools. This receipt acknowledges that it is understood that the I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Date: _____

Teacher's Signature

Return to:

Phillip Picquet Superintendent
Superintendent – Perkins County Schools
740 Sherman Avenue
PO Box 829
Grant, NE 69140

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

This signed receipt acknowledges receipt and understanding of the Drug Free Workplace Policy 4002.

Date: _____

Teacher's Signature

Return to:

Phillip Picquet Superintendent
Superintendent – Perkins County Schools
740 Sherman Avenue
PO Box 829
Grant, NE 69140

4056
Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. Unless otherwise required by law or contract, the following resignation requirements apply.

SELECT ONE OF THE FOLLOWING PARAGRAPHS

Staff members who submit their resignations to the board of education by the earlier of (a) April 15th or (b) the date designated in a written request of the school board or the administrators to accept employment for the next school year pursuant to section 79-829 (provided that such acceptance date may not be earlier than March 15th of each year) will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

OR

Staff members who submit their resignations to the board of education after _____ but before _____ **[insert whatever date your district uses]** will be released from the next school year's contract so long as the board is able to obtain the services of a suitable replacement. Suitability determinations will be made solely by the district and will be based upon, but not limited to, experience, quality, availability of adequate candidates, effect on extracurricular programs, class offerings, and effect on students. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

Adopted on: ____9-18-17____

Revised on: _____

Reviewed on: _____

5018

Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
 - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
 - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
 - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
- 3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
 - a. Building principals may excuse a student from any single school experience at the parent's written request.
 - b. When appropriate, alternative experiences will be provided for the student by the school.
- 4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
- 5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
- 6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
 - b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents or guardians to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: ____6-17-19____

Revised on: ____11-16-20____

Reviewed on: ____7-18-22____