

Regular Meeting of the Shelton Public Schools Board of Education
Monday, July 12, 2021
the Elementary Conference Room
7:30 PM Central

1. Call to order and roll call
2. Routine matters
 - 2.a. Review and approve minutes
 - 2.b. Review and approve claims
3. Request to address the Board of Education
4. Reports
 - 4.a. Financial Report
 - 4.b. Board Report
 - 4.c. Superintendent's Report
 - 4.d. Principal's Report
5. New Business
 - 5.a. Superintendent Evaluation for second semester 2020-21
 - 5.b. Review and approve student and staff handbooks for 2021-22 school year
 - 5.c. Discussion regarding Shelton Return to School Plan as required for ESSER III funding
 - 5.d. Review policies 2002 Organization of the Board, 2018 Complaint Procedures, 2019 Relationship With District Legal Council, 3023 Animals At School; Renumber Policy 3057 Title IX
 - 5.e. Discussion regarding Board of Education Meeting dates for 2021-22 and setting dates and times for the budget hearing in September
 - 5.f. NASB July Update Video
 - 5.g. Consideration to set adult meal prices for the 2021-2022 school year.
6. Old Business

7. Adjournment

Regular Meeting of the Shelton Public Schools Board of Education
Monday, June 14, 2021
the Elementary Conference Room
7:30 PM

President Lewis called the Regular Meeting of the Shelton Public Schools Board of Education to order at 7:30 PM on Monday, June 14, 2021 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Joe Berglund: Present, Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present. Present: 6.

No visitors were present. Administrators Gannon, Kenton and Meyer were present.

2. Routine matters

2.a. Review and approve minutes

Motion made by Russ Muhlbach seconded by Joe Berglund to approve minutes from the May 17, 2021 regular Board of Education meeting as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

2.b. Review and approve claims

Motion made by Emmy Power seconded by Joe Berglund to approve claims 54178-54242 in the amount of \$251,845.87 plus regular payroll. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

3. Request to address the Board of Education

There are no requests to address the Board of Education

4. Reports

4.a. Financial Report

Dr. Gannon reported on the financial status of the District.

4.b. Board Report

There were no committee meetings to report on.

4.c. Superintendent's Report

Dr. Gannon updated the Board on the QCPUF bond schedule, next year's budget, a public hearing regarding two District Policies to be held prior to next month's board meeting, and Assistant coaches for JH sports. She extended her appreciation to Sue Bombeck for serving lunches throughout the month of June; Sue serves approx 44 students per day. Lastly, Dr. Gannon gave a legislative update and shared some notes from the NASB School Leadership and Law Conference.

4.d. Principal's Report

Mr. Kenton reported on the professional development he and Mrs. Meyer participated in at ESU 10. Summer school has begun and there are 13 high school students and 22 elementary students attending in person, with an additional 24 students working from home. He shared the results from the drug testing from the 2020-21 school year and also discussed the District's High Ability Learners Mission Statement and gave an update.

5. New Business

5.a. Consideration to approve the contract of Dwight Jones for the 2021-2022 school year.

Motion made by Lisa Stewart seconded by Kay Johnson to approve the contract of Dwight Jones for the 2021-22 school year as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

5.b. Consideration to approve the K-12 Principal and Assistant Principal contracts for 2021-22

Motion made by Chris Lewis seconded by Russ Muhlbach to approve the PK-12 Principal contract for the 2021-22 school year as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

Motion made by Chris Lewis seconded by Lisa Stewart to approve the Assistant Principal contract for the 2021-22 school year as corrected. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

5.c. Consideration to approve classified staff salaries for 2021-22

Motion made by Emmy Power seconded by Kay Johnson to approve the classified staff salaries for 2021-22 school year as corrected. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.d. Discussion and consideration to approve superintendent's salary for 2021-22

Motion made by Lisa Stewart seconded by Joe Berglund to amend the superintendent's contract salary for the 2021-22 school year to be \$118,277.50. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.e. Consideration to approve the HVAC front end replacement to be paid out of HVAC depreciation

Motion made by Emmy Power seconded by Russ Muhlbach to approve the HVAC front end replacement by Rasmussen to be paid out of HVAC depreciation funds not to exceed

\$22,701.00. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.f. Discussion and consideration to approve the purchase of StudySync as the new 6-12 ELA curriculum resource

Motion made by Lisa Stewart seconded by Russ Muhlbach to approve StudySync for 6-12 ELA for 6 years at the cost of \$26,460. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.g. Annual Review of policies: 9108 Homeless Students, 9113 Compulsory Attendance and Excessive Absenteeism, 9205 Student Bullying

Motion made by Russ Muhlbach seconded by Chris Lewis to amend Policy 9113: Compulsory Attendance as presented and reviewed Policy 9108: Homeless Students; and Policy 9205: Student Bullying. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.h. Consideration to approve KSB revision of policies: 2014 Conflict of Interest, 4001 Budget and Property Tax Hearing, 4022 Bidding for Construction, Remodeling, Repair, or Site Improvement, 4023 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds, 4024 Fiscal Management for Purchasing and Procurement Using Federal Funds, 6004 Construction Management at Risk Contracts, 8022 Audio and Video Recording, 8023 Reading Instruction and Intervention Services

Motion made by Emmy Power seconded by Joe Berglund to approve KSB revision of policies: 2014 Conflict of Interest, 4001 Budget and Property Tax Hearing, 4022 Bidding for

Construction, Remodeling, Repair, or Site Improvement, 4023 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds, 4024 Fiscal Management for Purchasing and Procurement Using Federal Funds, 6004 Construction Management at Risk Contracts, 8022 Audio and Video Recording, 8023 Reading Instruction and Intervention Services. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

5.i. Consideration to adopt policy 4026 Design-Build Contracts

Motion made by Russ Muhlbach seconded by Lisa Stewart to adopt Policy 4026 Design-Build Contracts as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

5.j. Discussion and action to designate high school curriculum materials as surplus.

Motion made by Lisa Stewart seconded by Kay Johnson to designate the surplus inventory as presented as surplus. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

6. Old Business

7. Adjournment

Motion made by Lisa Stewart seconded by Emmy Power to adjourn the meeting at 9:46 PM.
Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

Respectfully Submitted,
Emmy Power, Secretary

Shelton Public Schools

Check Register Report by Check Number

Bank: [All]; Bank Account: [All]; Begin Check Number: 54250; End Check Number: 54311; Check Status: [All]; Created On: 7/8/2021 4:07:37 PM

Bank		Account Number			
Cornerstone Bank		031038968			
Paid Date	Check Number	Type	Vendor Name	Amount	Check Status
7/12/2021	54250	Payroll Liability	Principal Life Insurance Co	\$961.58	Paid
7/12/2021	54251	Payroll Liability	Aflac	\$2,265.87	Paid
7/12/2021	54252	Payroll Liability	Blue Cross Blue Shield	\$56,611.94	Paid
7/12/2021	54253	Payroll Liability	Colonial Life & Accident Insurance Co	\$39.75	Paid
7/12/2021	54254	Payroll Liability	Companion Insurance Company	\$115.50	Paid
7/12/2021	54255	Payroll Liability	Credit Management Services, Inc.	\$207.64	Paid
7/12/2021	54256	Payroll Liability	Dist. 19 Payroll Acct.	\$6,565.99	Paid
7/12/2021	54257	Payroll Liability	District 19 Payroll Acct.	\$44,144.05	Paid
7/12/2021	54258	Payroll Liability	Edward Jones	\$750.00	Paid
7/12/2021	54259	Payroll Liability	Horace Mann Life Insurance Co	\$450.00	Paid
7/12/2021	54260	Payroll Liability	Payroll Account - Dist 19	\$683.33	Paid
7/12/2021	54261	Payroll Liability	Shelton School Payroll Acct.	\$38,812.30	Paid
7/12/2021	54262	Payroll Liability	Vision Service Plan	\$511.29	Paid
7/8/2021	54263	Accounts Payable	Ask Supply Co., LLC	\$1,996.47	Paid
7/8/2021	54264	Accounts Payable	Big Apple Fun Center	\$52.00	Paid
7/8/2021	54265	Accounts Payable	Black Hills Energy	\$410.48	Paid
7/8/2021	54266	Accounts Payable	Buffalo Outdoor Power, LLC	\$493.34	Paid
7/8/2021	54267	Accounts Payable	Clipper Publishing Co., Inc.	\$253.68	Paid
7/8/2021	54268	Accounts Payable	Computer Hardware, Inc.	\$17,910.00	Paid
7/8/2021	54269	Accounts Payable	Culligan	\$45.00	Paid
7/8/2021	54270	Accounts Payable	DAS State Accounting - Central Finance	\$439.92	Paid
7/8/2021	54271	Accounts Payable	Decker Equipment	\$312.24	Paid
7/8/2021	54272	Accounts Payable	Eakes Office Solutions	\$12.77	Paid
7/8/2021	54273	Accounts Payable	Educational Service Unit #10	\$22,384.28	Paid
7/8/2021	54274	Accounts Payable	Egan Supply Co.	\$431.86	Paid
7/8/2021	54275	Accounts Payable	Frontline Technologies Group, LLC	\$3,528.93	Paid
7/8/2021	54276	Accounts Payable	Heartland Disposal, Inc.	\$289.00	Paid
7/8/2021	54277	Accounts Payable	HiTech, Inc.	\$131.85	Paid
7/8/2021	54278	Accounts Payable	Jenette Meyer	\$225.00	Paid
7/8/2021	54279	Accounts Payable	Junior Library Guild	\$1,401.90	Paid
7/8/2021	54280	Accounts Payable	K & K	\$576.86	Paid
7/8/2021	54281	Accounts Payable	KSB School Law PC LLO	\$1,128.00	Paid
7/8/2021	54282	Accounts Payable	KSO CPAs + Advisors	\$410.00	Paid
7/8/2021	54283	Accounts Payable	Language Testing International, Inc	\$10.00	Paid
7/8/2021	54284	Accounts Payable	Larry's Market	\$21.33	Paid
7/8/2021	54285	Accounts Payable	LaserTec Of Nebraska, Inc.	\$3,300.95	Paid
7/8/2021	54286	Accounts Payable	Todd C. Sutton	\$335.30	Paid
7/8/2021	54287	Accounts Payable	Masters True Value	\$53.59	Paid
7/8/2021	54288	Accounts Payable	Matheson Tri-Gas, Inc.	\$75.65	Paid
7/8/2021	54289	Accounts Payable	McGraw-Hill, LLC	\$10,785.89	Paid
7/8/2021	54290	Accounts Payable	MCI	\$64.69	Paid
7/8/2021	54291	Accounts Payable	Midwest Floor Specialists, Inc.	\$79.40	Paid
7/8/2021	54292	Accounts Payable	Music Treasures	\$32.49	Paid
7/8/2021	54293	Accounts Payable	National Art & School Supplies, Inc.	\$484.84	Paid
7/8/2021	54294	Accounts Payable	Nebraska Central Telephone Co	\$327.14	Paid
7/8/2021	54295	Accounts Payable	Nebraska Public Power Dist.	\$3,880.58	Paid
7/8/2021	54296	Accounts Payable	One Source The Background Check Company	\$25.00	Paid
7/8/2021	54297	Accounts Payable	Optum	\$150.00	Paid
7/8/2021	54298	Accounts Payable	Plank Road Publishing, Inc..	\$152.30	Paid

7/8/2021	54299	Accounts Payable	Pyramid School Products	\$620.12	Paid
7/8/2021	54300	Accounts Payable	Shelton School Petty Cash	\$386.93	Paid
7/8/2021	54301	Accounts Payable	Sherwin-Williams	\$502.52	Paid
7/8/2021	54302	Accounts Payable	Spracklin Chiropractic	\$90.00	Paid
7/8/2021	54303	Accounts Payable	Student Assurance Services,	\$661.00	Paid
7/8/2021	54304	Accounts Payable	Student Lap Tracker	\$505.75	Paid
7/8/2021	54305	Accounts Payable	SYNCB/AMAZON	\$848.00	Paid
7/8/2021	54306	Accounts Payable	Teaching Strategies, LLC	\$418.25	Paid
7/8/2021	54307	Accounts Payable	The Sherwin-Williams Co.	\$182.85	Paid
7/8/2021	54308	Accounts Payable	Village Of Shelton	\$1,078.06	Paid
7/8/2021	54309	Accounts Payable	Kevin Willis	\$94.54	Paid
7/8/2021	54310	Accounts Payable	Woodward Disposal Service, Inc.	\$25.00	Paid
7/8/2021	54311	Accounts Payable	Xerox Financial Services	\$504.24	Paid
Sub Total				\$230,249.23	
Grand Total				\$230,249.23	

Shelton Public Schools

Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 07/01/2021; End Date: 07/31/2021; Bank: [ALL]; Sort By Element: FUND; Account Expression: ([FUND] = "01"); Created On: 7/8/2021 4:00:25 PM

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54263	Ask Supply Co., LLC	\$1,996.47	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Ask Supply Co., LLC		22313	01-2-02610-610-000-000	Custodial Supplies		\$1,996.47
Sub Total						\$1,996.47
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54264	Big Apple Fun Center	\$52.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Big Apple Fun Center		5-1-86-30	01-2-01100-890-001-000	Sec Misc.		\$52.00
Sub Total						\$52.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54265	Black Hills Energy	\$410.48	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Black Hills Energy		05/24-06/23	01-2-02610-621-000-000	Natural Gas		\$410.48
Sub Total						\$410.48
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54266	Buffalo Outdoor Power, LLC	\$493.34	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Buffalo Outdoor Power, LLC		185070	01-2-02620-431-000-000	Cust Maint - Power Washer		\$133.83
Buffalo Outdoor Power, LLC		185148	01-2-02620-431-000-000	Cust Maint - Walk behind edger		\$359.51
Sub Total						\$493.34
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54267	Clipper Publishing Co., Inc.	\$253.68	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Clipper Publishing Co., Inc.		9	01-2-02310-540-000-000	Board Adv & Adm Supplies		\$185.68
Clipper Publishing Co., Inc.		9	01-2-02320-610-000-000	Board Adv & Adm Supplies		\$68.00
Sub Total						\$253.68
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54268	Computer Hardware, Inc.	\$17,910.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Computer Hardware, Inc.		140817	01-2-01100-734-002-000	Elem Tech-3rd-6th Gr. Chromebooks		\$17,910.00
Sub Total						\$17,910.00

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54269	Culligan	\$45.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Culligan		59020	01-2-02620-431-000-000	Cust Maint - Water Treatment		\$45.00
Sub Total						\$45.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54270	DAS State Accounting - Central Finance	\$439.92	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
DAS State Accounting - Central Finance		1271476	01-2-01100-382-001-000	Sec. Distance Lrng.		\$439.92
Sub Total						\$439.92
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54271	Decker Equipment	\$312.24	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Decker Equipment		387806A	01-2-02610-610-000-000	Custodial Supplies - Chair Glides		\$312.24
Sub Total						\$312.24
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54272	Eakes Office Solutions	\$12.77	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Eakes Office Solutions		8276008-0	01-2-02320-610-000-000	Adm Supplies - Calendar		\$12.77
Sub Total						\$12.77
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54273	Educational Service Unit #10	\$22,384.28	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Educational Service Unit #10		July 2021	01-2-01100-320-001-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$175.00
Educational Service Unit #10		July 2021	01-2-01100-320-002-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$85.00
Educational Service Unit #10		July 2021	01-2-01100-650-001-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$9.38
Educational Service Unit #10		July 2021	01-2-01100-650-002-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$9.37
Educational Service Unit #10		July 2021	01-2-01200-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$2,255.66
Educational Service Unit #10		July 2021	01-2-01291-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$126.06
Educational Service Unit #10		July 2021	01-2-01292-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$126.10
Educational Service Unit #10		July 2021	01-2-02120-330-001-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$60.00
Educational Service Unit #10		July 2021	01-2-02120-330-002-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$50.00

Educational Service Unit #10		July 2021	01-2-02141-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$2,421.74
Educational Service Unit #10		July 2021	01-2-02142-591-002-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$302.71
Educational Service Unit #10		July 2021	01-2-02143-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$302.72
Educational Service Unit #10		July 2021	01-2-02151-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$11,072.74
Educational Service Unit #10		July 2021	01-2-02152-591-002-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$2,397.37
Educational Service Unit #10		July 2021	01-2-02153-591-002-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$585.01
Educational Service Unit #10		July 2021	01-2-02161-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$1,123.62
Educational Service Unit #10		July 2021	01-2-02162-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$140.45
Educational Service Unit #10		July 2021	01-2-02163-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$140.45
Educational Service Unit #10		July 2021	01-2-02171-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$644.70
Educational Service Unit #10		July 2021	01-2-02172-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$80.59
Educational Service Unit #10		July 2021	01-2-02173-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$80.59
Educational Service Unit #10		July 2021	01-2-02183-591-000-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$95.02
Educational Service Unit #10		July 2021	01-2-02230-320-001-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$50.00
Educational Service Unit #10		July 2021	01-2-02230-320-002-000	Speech,Audio.,OT,PT,Psych,Sped Super.,Voc,Vision, Inservices		\$50.00
Sub Total						\$22,384.28

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54274	Egan Supply Co.	\$431.86	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Egan Supply Co.		337570A	01-2-02610-610-000-000	Custodial Supplies - Floor Cleaner		\$243.94
Egan Supply Co.		338946	01-2-02610-610-000-000	Custodial Supplies - Vac Motor		\$187.92
Sub Total						\$431.86

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54275	Frontline Technologies Group, LLC	\$3,528.93	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Frontline Technologies Group, LLC		US138089	01-2-02510-315-000-000	Absence & Substitute Management		\$3,528.93
Sub Total						\$3,528.93

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54276	Heartland Disposal, Inc.	\$289.00	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Heartland Disposal, Inc.		99280	01-2-02610-420-000-000	Trash Removal		\$289.00
Sub Total						\$289.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54277	HiTech, Inc.	\$131.85	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
HiTech, Inc.		25007	01-2-02610-610-000-000	Custodial Supplies - Irrigation Tube/Gasket		\$131.85
Sub Total						\$131.85
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54278	Jenette Meyer	\$225.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Jenette Meyer		Adm Days Reimb.	01-2-02410-810-001-000	Principal Dues & Fees		\$112.50
Jenette Meyer		Adm Days Reimb.	01-2-02410-810-002-000	Principal Dues & Fees		\$112.50
Sub Total						\$225.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54279	Junior Library Guild	\$1,401.90	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Junior Library Guild		572571	01-2-02220-640-001-000	Elem & Sec Library Books		\$478.10
Junior Library Guild		572571	01-2-02220-640-002-000	Elem & Sec Library Books		\$923.80
Sub Total						\$1,401.90
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54280	K & K	\$576.86	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
K & K		July 2021	01-2-02710-626-000-000	Fuel		\$576.86
Sub Total						\$576.86
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54281	KSB School Law PC LLO	\$1,128.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
KSB School Law PC LLO		10289	01-2-02330-317-000-000	Legal Services		\$1,128.00
Sub Total						\$1,128.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54282	KSO CPAs + Advisors	\$410.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
KSO CPAs + Advisors		202720	01-2-02320-810-000-000	Adm Fees - Budget Prep Figures		\$410.00
Sub Total						\$410.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54283	Language Testing International, Inc	\$10.00	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Language Testing International, Inc		L45363-IN	01-2-01100-610-001-000	Sec. Teaching Supplies - Spanish		\$10.00
Sub Total						\$10.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54284	Larry's Market	\$21.33	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Larry's Market		July 2021	01-2-02310-890-000-000	Board Misc. - Retirement Reception		\$21.33
Sub Total						\$21.33
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54285	LaserTec Of Nebraska, Inc.	\$3,300.95	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
LaserTec Of Nebraska, Inc.		530 (June 15)	01-2-01100-440-001-000	Copy Machine Leases (June 15)		\$468.37
LaserTec Of Nebraska, Inc.		330 (April)	01-2-01100-440-001-000	Copy Machine Leases - April 15		\$350.74
LaserTec Of Nebraska, Inc.		430 (May 15)	01-2-01100-440-001-000	Copy Machine Leases - May 15		\$421.18
LaserTec Of Nebraska, Inc.		230 (March 15)	01-2-01100-440-001-000	March Copy Machine Leases		\$410.18
LaserTec Of Nebraska, Inc.		530 (June 15)	01-2-01100-440-002-000	Copy Machine Leases (June 15)		\$468.37
LaserTec Of Nebraska, Inc.		330 (April)	01-2-01100-440-002-000	Copy Machine Leases - April 15		\$350.74
LaserTec Of Nebraska, Inc.		430 (May 15)	01-2-01100-440-002-000	Copy Machine Leases - May 15		\$421.19
LaserTec Of Nebraska, Inc.		230 (March 15)	01-2-01100-440-002-000	March Copy Machine Leases		\$410.18
Sub Total						\$3,300.95
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54286	M&K Electric	\$335.30	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
M&K Electric		2990	01-2-02620-431-000-000	Cust Maint - Grn House, Girls Lockerroom		\$335.30
Sub Total						\$335.30
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54287	Masters True Value	\$53.59	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Masters True Value		2106-234501	01-2-02610-610-000-000	Custodial Supplies		\$53.59
Sub Total						\$53.59
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54288	Matheson Tri-Gas, Inc.	\$75.65	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Matheson Tri-Gas, Inc.		51816652	01-2-01100-610-001-180	Ag Supplies - Welding		\$75.65
Sub Total						\$75.65
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54289	McGraw-Hill, LLC	\$10,785.89	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
McGraw-Hill, LLC		118004960001	01-2-06997-610-000-000	ESSER II Funds - StudySync		\$10,785.89
Sub Total						\$10,785.89
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54290	MCI	\$64.69	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
MCI		5/12-6/11	01-2-01100-530-001-000	Telephone		\$64.69
Sub Total						\$64.69
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54291	Midwest Floor Specialists, Inc.	\$79.40	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Midwest Floor Specialists, Inc.		134306	01-2-02610-610-000-000	Custodial Supplies - Bowl Cleaner		\$79.40
Sub Total						\$79.40
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54292	Music Treasures	\$32.49	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Music Treasures		46996	01-2-01100-610-002-196	Elem Music Supplies		\$32.49
Sub Total						\$32.49
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54293	National Art & School Supplies, Inc.	\$484.84	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
National Art & School Supplies, Inc.		9663	01-2-01100-610-001-000	Elem & Sec Teaching Supplies		\$242.42
National Art & School Supplies, Inc.		9663	01-2-01100-610-002-000	Elem & Sec Teaching Supplies		\$242.42
Sub Total						\$484.84
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54294	Nebraska Central Telephone Co	\$327.14	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Nebraska Central Telephone Co		10330495	01-2-01100-530-001-000	Telephone		\$327.14
Sub Total						\$327.14
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54295	Nebraska Public Power Dist.	\$3,880.58	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Nebraska Public Power Dist.		8376- June 2021	01-2-02610-621-000-000	Electricity		\$31.58
Nebraska Public Power Dist.		8381 - June 2021	01-2-02610-621-000-000	Electricity		\$2,438.13
Nebraska Public Power Dist.		8386 - June 2021	01-2-02610-621-000-000	Electricity		\$47.37
Nebraska Public Power Dist.		9851 June 2021	01-2-02610-621-000-000	Electricity		\$1,363.50

Sub Total						\$3,880.58
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54296	One Source The Background Check Company	\$25.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
One Source The Background Check Company		4179-20210630	01-2-02320-810-000-000	Administrative Fees-Background Check		\$25.00
Sub Total						\$25.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54297	Optum	\$150.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Optum		10199057527	01-2-02310-520-000-000	FSA Premium		\$150.00
Sub Total						\$150.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54298	Plank Road Publishing, Inc.	\$152.30	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Plank Road Publishing, Inc.		21-019881	01-2-01100-610-002-196	Elem Music Supplies		\$152.30
Sub Total						\$152.30
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54299	Pyramid School Products	\$620.12	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Pyramid School Products		S1427278.001	01-2-01100-610-001-000	Elem & Sec Teaching Supplies		\$310.06
Pyramid School Products		S1427278.001	01-2-01100-610-002-000	Elem & Sec Teaching Supplies		\$310.06
Sub Total						\$620.12
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54300	Shelton School Petty Cash	\$386.93	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Shelton School Petty Cash		July 2021	01-2-01100-650-001-000	Reimbursement for Petty Cash		\$12.29
Shelton School Petty Cash		July 2021	01-2-01100-650-002-000	Reimbursement for Petty Cash		\$12.28
Shelton School Petty Cash		July 2021	01-2-01200-610-001-000	Reimbursement for Petty Cash		\$20.00
Shelton School Petty Cash		July 2021	01-2-01200-610-002-000	Reimbursement for Petty Cash		\$9.99
Shelton School Petty Cash		July 2021	01-2-02220-640-001-000	Reimbursement for Petty Cash		\$15.99
Shelton School Petty Cash		July 2021	01-2-02310-890-000-000	Reimbursement for Petty Cash		\$97.48
Shelton School Petty Cash		July 2021	01-2-02710-626-000-000	Reimbursement for Petty Cash		\$113.90
Shelton School Petty Cash		July 2021	01-2-02710-890-000-000	Reimbursement for Petty Cash		\$105.00
Sub Total						\$386.93
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54301	Sherwin-Williams	\$502.52	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount

Sherwin-Williams		8804-3	01-2-02610-610-000-000	Custodial Supplies - Field Paint		\$738.00
Sherwin-Williams		8806-8	01-2-02610-610-000-000	Custodial Supplies - Field Paint Return		(\$276.75)
Sherwin-Williams		3804-3	01-2-02610-610-000-000	Custodial Supplies - Paint		\$41.27
Sub Total						\$502.52
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54302	Spracklin Chiropractic	\$90.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Spracklin Chiropractic		375	01-2-02710-340-000-000	Bus Driver Physical		\$90.00
Sub Total						\$90.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54303	Student Assurance Services,	\$661.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Student Assurance Services,		Catastrophic Ins.	01-2-02190-890-001-000	Extra Curr - Catastrophic Ins		\$661.00
Sub Total						\$661.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54304	Student Lap Tracker	\$505.75	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Student Lap Tracker		2294	01-2-01100-890-002-000	Elem Misc - Walking Club		\$505.75
Sub Total						\$505.75
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54305	SYNCB/AMAZON	\$848.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
SYNCB/AMAZON		675357576357	01-2-02320-610-000-000	Adm Supplies - Book		\$35.00
SYNCB/AMAZON		957948994365	01-2-06969-610-002-000	Title IVA - Books		\$813.00
Sub Total						\$848.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54306	Teaching Strategies, LLC	\$418.25	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Teaching Strategies, LLC		Q-116875	01-2-01190-610-002-000	Pre-K & Elem Ed Supplies - GOLD		\$358.50
Teaching Strategies, LLC		Q-116875	01-2-01200-610-002-000	Pre-K & Elem Ed Supplies - GOLD		\$59.75
Sub Total						\$418.25
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54307	The Sherwin-Williams Co.	\$182.85	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
The Sherwin-Williams Co.		0714-9	01-2-02610-610-000-000	Custodial Supplies - Paint		\$182.85
Sub Total						\$182.85
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54308	Village Of Shelton	\$1,078.06	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Village Of Shelton		July 2021	01-2-02610-410-000-000	Water & Sewer		\$1,078.06
Sub Total						\$1,078.06
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54309	Willis Repair, LLC	\$94.54	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Willis Repair, LLC		June 2021	01-2-02610-610-000-000	Custodial Supplies & Veh. Maint.		\$50.26
Willis Repair, LLC		June 2021	01-2-02730-431-000-000	Custodial Supplies & Veh. Maint.		\$44.28
Sub Total						\$94.54
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54310	Woodward Disposal Service, Inc.	\$25.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Woodward Disposal Service, Inc.		959	01-2-02610-420-000-000	Trash Removal - Doc. Destruction		\$25.00
Sub Total						\$25.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
July 2021 Voucher - GF	Cornerstone Bank	031038968	54311	Xerox Financial Services	\$504.24	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Xerox Financial Services		2676922	01-2-01100-440-001-000	Copy Machine Lease		\$189.00
Xerox Financial Services		2692338	01-2-01100-440-001-000	Copy Machine Lease		\$63.12
Xerox Financial Services		2676922	01-2-01100-440-002-000	Copy Machine Lease		\$189.00
Xerox Financial Services		2692338	01-2-01100-440-002-000	Copy Machine Lease		\$63.12
Sub Total						\$504.24
Grand Total						\$78,129.99

Shelton Public Schools

Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 07/01/2021; End Date: 07/31/2021; Bank: [All]; Sort By Element: FUND; Account Expression: ([FUND] = "01"); Created On: 7/8/2021 4:00:25 PM

Check Date	Check Number	Payee	Description	Type	Amount
07/08/2021	54263	Ask Supply Co., LLC	Custodial Supplies	Accounts Payable	\$1,996.47
07/08/2021	54264	Big Apple Fun Center	Sec Misc	Accounts Payable	\$52.00
07/08/2021	54265	Black Hills Energy	Natural Gas	Accounts Payable	\$410.48
07/08/2021	54266	Buffalo Outdoor Power, LLC	Cust Maint - Power Washer	Accounts Payable	\$133.83
07/08/2021	54266	Buffalo Outdoor Power, LLC	Cust Maint - Walk behind edger	Accounts Payable	\$359.51
07/08/2021	54267	Clipper Publishing Co., Inc.	Board Adv, Adm Supplies	Accounts Payable	\$253.68
07/08/2021	54268	Computer Hardware, Inc.	Elem Tech - 3rd-6th Gr. Chromebooks	Accounts Payable	\$17,910.00
07/08/2021	54269	Culligan	Cust Maint - Water Treatment	Accounts Payable	\$45.00
07/08/2021	54270	DAS State Accounting - Central Finance	Sec. Distance Lrng.	Accounts Payable	\$439.92
07/08/2021	54271	Decker Equipment	Custodial Supplies - Chair Glides	Accounts Payable	\$312.24
07/08/2021	54272	Eakes Office Solutions	Adm Supplies - Calendar	Accounts Payable	\$12.77
07/08/2021	54273	Educational Service Unit #10	Speech, Audio.,OT,PT,Psych,Sped Super.,Vision,Voc.,Inservices	Accounts Payable	\$22,384.28
07/08/2021	54274	Egan Supply Co.	Custodial Supplies - Floor Cleaner	Accounts Payable	\$243.94
07/08/2021	54274	Egan Supply Co.	Custodial Supplies - Vac Motor	Accounts Payable	\$187.92
07/08/2021	54275	Frontline Technologies Group, LLC	Absence & Substitute Management	Accounts Payable	\$3,528.93
07/08/2021	54276	Heartland Disposal, Inc.	Trash Removal	Accounts Payable	\$289.00
07/08/2021	54277	HiTech, Inc.	Custodial Supplies - Irrigation Tube/Gasket	Accounts Payable	\$131.85
07/08/2021	54278	Jenette Meyer	Principal Dues & Fees	Accounts Payable	\$225.00
07/08/2021	54279	Junior Library Guild	Elem & Sec Library Books	Accounts Payable	\$1,401.90
07/08/2021	54280	K & K	Fuel	Accounts Payable	\$576.86
07/08/2021	54281	KSB School Law PC LLO	Legal Services	Accounts Payable	\$1,128.00
07/08/2021	54282	KSO CPAs + Advisors	Adm Fees - Budget Prep Figures	Accounts Payable	\$410.00
07/08/2021	54283	Language Testing International, Inc	Sec. Teachings Supplies - Spanish	Accounts Payable	\$10.00
07/08/2021	54284	Larry's Market	Board Misc - Retirement Reception	Accounts Payable	\$21.33
07/08/2021	54285	LaserTec Of Nebraska, Inc.	Copy Machine Leases	Accounts Payable	\$820.36
07/08/2021	54285	LaserTec Of Nebraska, Inc.	Copy Machine Leases (April 15)	Accounts Payable	\$701.48
07/08/2021	54285	LaserTec Of Nebraska, Inc.	Copy Machine Leases - May 15	Accounts Payable	\$842.37
07/08/2021	54285	LaserTec Of Nebraska, Inc.	Copy Machine Leases - June 15	Accounts Payable	\$936.74
07/08/2021	54286	M&K Electric	Custodial Maint-Grn House Girls Lockerroom	Accounts Payable	\$335.30
07/08/2021	54287	Masters True Value	Custodial Supplies	Accounts Payable	\$53.59
07/08/2021	54288	Matheson Tri-Gas, Inc.	Ag Supplies - Welding	Accounts Payable	\$75.65
07/08/2021	54289	McGraw-Hill, LLC	ESSER II Funds - Study Sync	Accounts Payable	\$10,785.89
07/08/2021	54290	MCI	Telephone	Accounts Payable	\$64.69
07/08/2021	54291	Midwest Floor Specialists, Inc.	Custodial Supplies - Bowl Cleaner	Accounts Payable	\$79.40
07/08/2021	54292	Music Treasures	Elem Music Supplies	Accounts Payable	\$32.49
07/08/2021	54293	National Art & School Supplies, Inc.	Elem & Sec Teaching Supplies	Accounts Payable	\$484.84
07/08/2021	54294	Nebraska Central Telephone Co	Telephone	Accounts Payable	\$327.14

07/08/2021	54295	Nebraska Public Power Dist.	Electricity	Accounts Payable	\$31.58
07/08/2021	54295	Nebraska Public Power Dist.	Electricity	Accounts Payable	\$2,438.13
07/08/2021	54295	Nebraska Public Power Dist.	Electricity	Accounts Payable	\$47.37
07/08/2021	54295	Nebraska Public Power Dist.	Electricity	Accounts Payable	\$1,363.50
07/08/2021	54296	One Source The Background Check Company	Administrative Fees-Background Check	Accounts Payable	\$25.00
07/08/2021	54297	Optum	FSA Premium	Accounts Payable	\$150.00
07/08/2021	54298	Plank Road Publishing, Inc.	Elem Music Supplies	Accounts Payable	\$152.30
07/08/2021	54299	Pyramid School Products	Elem & Sec Teaching Supplies	Accounts Payable	\$620.12
07/08/2021	54300	Shelton School Petty Cash	Reimbursement for Petty Cash	Accounts Payable	\$386.93
07/08/2021	54301	Sherwin-Williams	Custodial Supplies - Paint	Accounts Payable	\$41.27
07/08/2021	54301	Sherwin-Williams	Custodial Supplies - Field Paint	Accounts Payable	\$738.00
07/08/2021	54301	Sherwin-Williams	Custodial Supplies - Field Paint Return	Accounts Payable	(\$276.75)
07/08/2021	54302	Spracklin Chiropractic	Driver Physical	Accounts Payable	\$90.00
07/08/2021	54303	Student Assurance Services,	Extra Curricular - Catastrophic Ins	Accounts Payable	\$661.00
07/08/2021	54304	Student Lap Tracker	Elem Misc. - Walking Club	Accounts Payable	\$505.75
07/08/2021	54305	SYNCB/AMAZON	Adm Supplies - Book	Accounts Payable	\$35.00
07/08/2021	54305	SYNCB/AMAZON	Title IVA Supplies - Books	Accounts Payable	\$813.00
07/08/2021	54306	Teaching Strategies, LLC	Pre-K & Elem Sped Supplies - GOLD	Accounts Payable	\$418.25
07/08/2021	54307	The Sherwin-Williams Co.	Custodial Supplies - Paint	Accounts Payable	\$182.85
07/08/2021	54308	Village Of Shelton	Water & Sewer	Accounts Payable	\$1,078.06
07/08/2021	54309	Willis Repair, LLC	Custodial Supplies & Veh. Maint	Accounts Payable	\$94.54
07/08/2021	54310	Woodward Disposal Service, Inc.	Trash Removal - Doc. Destruction	Accounts Payable	\$25.00
07/08/2021	54311	Xerox Financial Services	Copy Machine Lease	Accounts Payable	\$378.00
07/08/2021	54311	Xerox Financial Services	Copy Machine Lease	Accounts Payable	\$126.24
Sub Total					\$78,129.99

DISTRICT 19 FINANCIAL STATUS AS OF JUNE 30,2021

CASH RESERVES:

GENERAL FUND CASH RESERVE	(6/30/21 Interest + \$1,350.55)	\$709,791.01
SPECIAL BUILDING CASH RESERVE	(6/30/21 Interest + \$244.40) (6/21/21 Repayment of Loan to Cash Reserve Savings)	\$93,625.55
TOTAL CASH RESERVE ACCOUNTS		\$803,416.56

CDs:

GENERAL FUND CR SAVINGS 5882	06/30/2021 Interest + \$33.86	\$295,496.70 \$295,496.70
UNEMPLOYMENT SAVINGS 5891	6/30/21 Interest + \$3.31	\$26,554.87
VEH/BUS ACQ. Savings #9457	6/30/21 Interest + \$212.95	\$41,675.27
TECHNOLOGY ACQ SAVINGS # 5918	6/30/21 Interest + \$6.38	\$51,193.29
PARKING LOT DEPR. SAVINGS #5909	6/30/21 Interest + \$8.76	\$70,289.69
BAND UNIFORM SAVINGS #5900	6/30/21 Interest + \$4.01	\$32,203.73
HVAC Savings #9475	6/30/21 Interest + \$410.37	\$104,929.13
	TOTAL DEPRECIATION CDs	\$300,291.11
TOTAL SAVINGS		\$622,342.68
TOTAL OF DISTRICT FUNDS		\$1,425,759.24

TAXES:

	<u>GENERAL</u>	<u>BUILDING</u>
BUFFALO	\$251,411.72	\$5,732.89
HALL	\$61,149.06	\$1,448.11
ADAMS	\$1,761.09	\$42.02
KEARNEY	\$1,644.22	\$39.23
TOTAL TAXES	\$315,966.09	\$7,262.25

FUND TOTALS:

GENERAL	\$1,005,287.71
DEPRECIATION	\$300,291.11
LUNCH	\$17,270.96
SPECIAL BLDG	93,625.55

SHELTON PUBLIC SCHOOLS: GENERAL FUND MONTHLY COMPARISON

	2019-20	2020-21		2019-20	2020-21
Sept. Expenditures Reported @ Board Mtg	230,225.00	221,441.00	Mar. Expenditures Reported @ Board Mtg	206,760.00	202,274.00
Sept. Net Payroll	183,969.00	154,292.00	Mar. Net Payroll	152,173.00	151,673.00
Sept. EOM Expenditures	-	-	Mar. EOM Expenditures	-	-
Total Sept. Expenditures	\$ 414,194.00	\$ 375,733.00	Total Mar. Expenditures	358,933.00	353,947.00
Percent of Budget Spent	7.18%	6.25%	Accumulated Totals	\$ 2,631,004.00	\$ 2,559,255.00
Cash On Hand	\$ 782,971.00	\$ 1,279,562.89	Percent of Budget Spent	6.22%	5.88%
			Cash On Hand	\$ 750,055.00	\$ 670,187.00
Oct. Expenditures Reported @ Board Mtg	221,233.00	220,279.00	April Expenditures Reported @ Board Mtg	198,242.00	204,634.00
Oct. Net Payroll	153,853.00	153,801.00	April Net Payroll	148,327.00	153,248.00
Oct. EOM Expenditures	-	-	April EOM Expenditures	-	-
Total Oct. Expenditures	375,086.00	374,080.00	Total April Expenditures	346,569.00	357,882.00
Accumulated Totals	\$ 789,280.00	\$ 749,813.00	Accumulated Totals	\$ 2,977,573.00	\$ 2,917,137.00
Percent of Budget Spent	6.50%	6.22%	Percent of Budget Spent	6.01%	5.95%
Cash On Hand	\$ 1,196,928.00	\$ 1,238,265.00	Cash On Hand	\$ 621,213.00	\$ 651,643.00
Nov. Expenditures Reported @ Board Mtg	219,196.00	225,593.00	May Expenditures Reported @ Board Mtg	193,631.00	251,846.00
Nov. Net Payroll	154,729.00	157,908.00	May Net Payroll	144,085.00	154,483.00
Nov. EOM Expenditures	-	-	May EOM Expenditures	-	-
Total Nov. Expenditures	373,925.00	383,501.00	Total May Expenditures	337,716.00	406,329.00
Accumulated Totals	\$ 1,163,205.00	\$ 1,133,314.00	Accumulated Totals	\$ 3,315,289.00	\$ 3,323,466.00
Percent of Budget Spent	6.48%	6.38%	Percent of Budget Spent	5.86%	6.75%
Cash On Hand	\$ 1,259,187.00	\$ 946,507.90	Cash On Hand	\$ 604,084.00	\$ 1,435,584.00
Dec. Expenditures Reported @ Board Mtg	233,418.00	217,069.00	June Expenditures Reported @ Board Mtg	181,012.00	230,250.00
Dec. Net Payroll	155,981.00	152,404.00	June Net Payroll	150,883.00	145,871.00
Dec. EOM Expenditures	-	-	June EOM Expenditures	-	-
Total Dec. Expenditures	389,399.00	369,473.00	Total June Expenditures	331,895.00	376,121.00
Accumulated Totals	\$ 1,552,604.00	\$ 1,502,787.00	Accumulated Totals	\$ 3,647,184.00	\$ 3,699,587.00
Percent of Budget Spent	6.75%	6.14%	Percent of Budget Spent	5.76%	6.25%
Cash On Hand	\$ 838,340.00	\$ 667,873.95	Cash On Hand	\$ 1,319,914.00	\$ 1,425,759.00
Jan. Expenditures Reported @ Board Mtg	215,742.00	197,420.00	July Expenditures Reported @ Board Mtg	198,667.00	
Jan. Net Payroll	156,154.00	148,885.00	July Net Payroll	143,716.00	
Jan. EOM Expenditures	-	-	July EOM Expenditures	-	
Total Jan. Expenditures	371,896.00	346,305.00	Total July Expenditures	342,383.00	
Accumulated Totals	\$ 1,924,500.00	\$ 1,849,092.00	Accumulated Totals	\$ 3,989,567.00	\$ 3,699,587.00
Percent of Budget Spent	6.45%	5.76%	Percent of Budget Spent	5.94%	0.00%
Cash On Hand	\$ 657,342.00	\$ 801,434.00	Cash On Hand	\$ 1,447,205.00	
Feb. Expenditures Reported @ Board Mtg	190,946.00	206,032.00	August Expenditures Reported @ Board Mtg	398,098.06	
Feb. Net Payroll	156,625.00	150,184.00	August Net Payroll	176,548.00	
Feb. EOM Expenditures	-	-	August EOM Expenditures	-	
Total Feb. Expenditures	347,571.00	356,216.00	Total August Expenditures	574,646.06	
Accumulated Totals	\$ 2,272,071.00	\$ 2,205,308.00	Accumulated Totals	\$ 4,564,213.06	
Percent of Budget Spent	6.03%	5.92%	BUDGET	\$5,766,375.00	\$6,015,673.00
Cash On Hand	\$ 704,006.00	\$ 759,347.00	TOTAL % OF BUDGET SPENT =	63.18%	
			Cash On Hand	\$ 785,764.00	
			Average Cash on Hand	\$873,858.00	

Superintendent Report for July 2021

The administration and board of education received a thank you card from LeAnne for the retirement reception and the retirement gift.

Follow-Up to Policy 3020 School Vehicle Use

As stated in the policy, the district is required to obtain annual driving records for any staff member who will be using a school vehicle. We have requested and obtained those records from the Nebraska DMV and will keep those in the personnel files.

Buildings and Grounds

Mrs. Burmood's office has had water leaking in during rain storms. It appears to be seeping in under the window. A combination of no gutters on the entryway awning and the roof drain located right outside her window seem to be the culprits. Seth is going to get a new quote for gutters on the awning and work to extend the roof drain away from the building.

I have requested some quotes from local tree removal companies to see what the estimated expense would be to remove the 2 dead trees and as well as to trim the lower branches of the existing trees so the custodians are able to mow under them. The purpose of this is to make the mowing more efficient and also to protect the custodians time so they are able to finish deep cleaning the building before the start of school.

Consider hiring a tree removal company to remove dead trees and trim up the existing trees so the mower will fit under them.

Estimate \$1,685

NASB

Board members may have received an email from Sharon Endorf on Friday inviting us to a school finance boot camp on July 26 from 1-4 pm at Wood River High School. We need to RSVP to Sharon by Friday, July 23 if we are interested in attending.

Engineer for HVAC project estimates

Company A:

Engineering Technology Inc: Marty Kasl:

- Fee of **\$14,500** for the engineering services. This fee was reduced down from \$19,000 after he and I visited and determined there were a few extra services that we didn't need. We would have enough money in the QCPUF account to cover the costs associated with the engineering services.

Timeline:

- Start design in August/September, coming out to the site to verify existing conditions, equipment, power, etc. and go through the final scope of supply on the project. This can coincide with a meeting with yourself, maintenance staff, and your board and/or facility committee that you want involved.
- Mid October - We will have Construction Documents at a 90% state, where we can get you a set to review and get an idea of budget costs for the project to make sure we're still on track and you have a better idea where bids should be coming in at.
- Early November - Finalize any comments you have and complete the Drawings and Specification to send out to bid.
- Early December – Bid project
- Mid December – Board approval of project and contractor
- Early January – Contract should be finished with contractor and they will start equipment submittals
- Early February – Equipment will be ordered, giving 4-5 months of lead time, if needed, for equipment. Right now, this equipment is about 3 months, but we want to give extra time with this odd time of procurement and supply.
- Early June – Contractor on site to start
- Mid July – Project complete.

Company B:

Specialized Engineering Solutions, Jeremy Klima

Fee of \$13,250

- Excludes leading the bid and construction phases (could do hourly fees if we needed these) also excludes architectural, structural, and civil services at this time
- Includes mechanical and electrical design

Respectfully submitted,

Dr. Gannon

To: Board of Education
From: Jeff Kenton
Date: July 12, 2021
Re: Board Report

Professional Development

- Ms. Hubbert, Mrs. Gegg, Mrs. Kropp
 - Studysync ELA online training on July 22nd
- Elementary ELA Teachers
 - Amplify CKLA online training on July 27th, 28th & 30th
- Eureka Math training @ ESU 10
 - August 3rd, 4th
- NeMTSS System Training Days @ ESU 10
 - August 4th, 5th
- NCSA Administrator Days in Kearney
 - July 28th - 30th

Summer School

- High School has mostly finished their credit recovery. We still have a couple of students working on finishing their online courses.
- Elementary will continue through July 22nd

Community Involvement

- Elementary Playground Cleanup day on July 26th
 - This will be an opportunity for HS students to earn some community service hours
- Kindergarten Orientation is Thursday, August 5th
- 7th Grade Orientation is Monday, August 9th
- Technology Rollout is Tuesday, August 10th
- Elementary Open House is Wednesday, August 11th

Athletics

- Fall Sports Parent Meeting on Tuesday, August 10th
- Official practices begin on Monday, August 9th
- SportsYou APP
- Wood River Varsity Football Cooperative Discussion

Respectfully Submitted

Jeff Kenton

SHELTON
Performance Objectives Evaluation Instrument
2020-2021

**** Shanna needs to be evaluated once per semester for 2020-21 and then once annually after ****

#1 - BUDGET

- Review the last 2 years budget cycle to understand the current cash reserve balance and develop a plan to increase the cash reserve by 1 month operating costs by July or August 20-21.
- Create a 5 year facility and transportation strategic plan that highlights future needs that can be planned in the budget. (QCPUF)
 - Provide an overview of current depreciation accounts and make recommendations for additions or revisions from the current list
- Look at dollars invested in staff professional development to determine impact on student learning and opportunities.

ASSESSMENT BASED ON EVIDENCE FOR SHANNA IN THIS AREA:

Exemplary	Proficient	Developing	Needs Improvement
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FEEDBACK / COMMENTS:

#2 - COMMUNICATION

- Create a timely and consistent communication mechanism on hot topics or relevant information at least twice a month for the Board of Education.
- Utilize district wide communication and social media to provide timely information as it relates to the planning for and recovering from COVID-19. The communication will be consistent so parents know where to go to find information.
- Develop a system that ensures the updating of the school website to represent current information.
 - Develop systems for posting to social media (Facebook) that is efficient and sustainable.
- Create a visible presence in the school at activities and local organizations.
 - Village board meetings, coffee shops, etc.

ASSESSMENT BASED ON EVIDENCE FOR SHANNA IN THIS AREA:

Exemplary	Proficient	Developing	Needs Improvement
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FEEDBACK / COMMENTS:

#3 - EXPECTATIONS AND ACCOUNTABILITY

- Create or update scheduling of maintenance and routine cleaning and disinfection to mitigate the spread of COVID 19.
- Create roles and responsibilities to determine if the current staffing is sustainable (all roles in the district). Provide roles and responsibilities by September 2020. Provide first update in November in regard to how the roles and responsibilities are playing out.
 - Continue to develop collaborative relationships between all staff to maximize opportunities for students.

ASSESSMENT BASED ON EVIDENCE FOR SHANNA IN THIS AREA:

Exemplary	Proficient	Developing	Needs Improvement
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FEEDBACK / COMMENTS:

OVERALL ASSESSMENT BASED ON EVIDENCE FOR SHANNA:

Exemplary	Proficient	Developing	Needs Improvement
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OVERALL SUMMARY FEEDBACK / COMMENTS:

SHELTON PUBLIC SCHOOLS

STUDENT HANDBOOK



2021-2022

Superintendent: Shanna Gannon

Principal: Jeff Kenton

Assistant

Principal: Jenette Meyer

Office Manager: Sandy Sutton

Office Assistant: Maritza Bernal

Address: 210 9th Street
P.O. Box 610
Shelton, NE 68876

Telephone: (308) 647-5459
(308) 647-6558

Fax: (308) 647-5233

Website: www.sheltonbulldogs.com

BECOMING THE BEST VERSION OF OURSELVES, TOGETHER

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Section 1 Intent of Handbook

This handbook is to be used by students, parents, and staff as a guide to the rules, regulations, and general information about Shelton Public 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 therein.

The information in this handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during the school day or school year. It 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. 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 Shelton Public School Board of Education

Chris Lewis: President

Lisa Stewart

Russ Muhlbach: Vice President

Kay Johnson

Emmy Power: Secretary/Treasurer

Joe Berglund

Section 3 Shelton High School Staff

Tabitha Burmood	Guidance Counselor
Shanna Hellerich	Spanish
Josh Hellerich	Art
Hannah Horak	Agriculture/Industrial Technology
Alie Kropp	English
Peggy Lowe	Music
Casey Petersen	Special Education
Misti Potter	Math
Ryan Province	Business/Information Technology
Alice Rabbe	Science
Will Reutzel	Social Studies
Kent Ropers	Science
Rebecca Hoobler	Special Education
Janelle Gegg	English
Amanda Thober	Physical Education/Strength & Conditioning
Matt Walter	Social Studies
Sue Bombeck	Head Cook
Jackie Cornelius	School Nurse
Janelle Gegg	Media Specialist
Carolyn Gibbs	Paraeducator
Seth Jensen	Head of Maintenance
Roxanne Lauber	Custodian
Dennis Lehn	Custodian
Jeanne Pope	Technology Integration Specialist
Maritza Bernal	Administrative Assistant
Dori Ropers	Paraeducator
Bev Slagle	Lunch Staff



Shelton Elementary Staff Members and Assignments

Regan Miller	Preschool
Katie Meyer	Kindergarten
Tess Bruner	Grade 1
Joni Thornburg	Grade 2
Dwight Jones	Grade 3
Roxanne Talbitzer	Grade 3
Lauren King	Grade 4
Kelsey Hubbert	Grade 5
Jeff Thober	Grade 6
Jenette Meyer	Assistant Principal, Teacher
Julie Wiese	EL/Title
Kelly Devorss	Speech Pathologist (ESU 10)
Lexie Wiseman	Speech Pathologist (ESU 10)
Becky Roe	K-6 Resource
Rebecca Hoobler	Special Education
Meghan Schneringer	School Psychologist (ESU 10)
Matt Walter	Physical Education
Peggy Lowe	Instrumental Music / Vocal Music
Josh Hellerich	Art
Janelle Gegg	Media Specialist
Jeanne Pope	Technology Integration Specialist
Support Staff	
Sandy Sutton	Office Manager
Sue Bombeck	Head Cook
Jackie Cornelius	School Nurse
Seth Jensen	Head of Maintenance

Article 1 - Mission and Goals

[Return to TOC](#)

Section 1 Shelton Public Schools Mission Statement and Goals

The Mission of Shelton Public School is to prepare students to read comprehensively, write clearly and purposefully, compute mathematically, communicate effectively, and utilize information and technology to create solutions for the 21st century. Our vision is to create an educational system that promotes the development of whole person (mind, body and soul), encourages students to be their best, fosters relationships, self-discipline, and joy of learning, through a relevant and rigorous curriculum that emphasizes student practice and teacher feedback.

“BECOMING THE BEST VERSION OF OURSELVES, TOGETHER”

Current School Improvement Goals

Goal #1: All PK-12 students will improve in math number sense (number system, operation, computation, and estimation)

Goal #2: All PreK-12 students and staff will Be Safe, Be Respectful, and Be Responsible to continue to promote a positive school environment.



Becoming the Best Version of Ourselves, Together

The accomplishment of this mission is dependent upon our commitment to these beliefs.

Section 2 Philosophy

It is imperative that the staff of Shelton Public School believes that every child is capable of learning. Each child will reach their learning potential through the combined efforts of the school staff and parents. Each child has the right to receive the best educational experience possible and it is our responsibility to ensure that such positive experiences take place.

It is therefore, each teacher's responsibility to provide experiences which both motivate and reinforce children for learning, provide a safe, orderly environment, create a climate for success, keep students on task, monitor our programs and student progress, provide a strong home-school relationship, and work together as a team. Ultimately, our success as educators will not be measured by how much we have taught, but by how well our students have learned.

Section 3 Mutual Respect: STAFF STUDENT RELATIONS

Staff members shall be expected to regard each student as an individual and to accord each the rights and respect due any individual. The role of staff shall be seen, not as dictators but as resource persons, aides, and guides in the learning processes. Staff members shall provide for the fullest self-determination by each student in regard to his or her learning program, consistent with district and local goals and with optimum opportunities for all students. Students shall be treated with courtesy and consideration.

Each student is urged to regard staff members as persons with specific knowledge and capabilities that can be well utilized to advance the student's own knowledge and development.

Students shall be expected to regard staff members as individuals, employed to provide direct or indirect contributions to learning. While students are to have considerable latitude in making choices for themselves they shall be required to respect the rights of staff members (and other students, as well) and interference with those rights shall not be condoned. NO student shall have the right to interfere with the efforts of instructional staff to coordinate or assist in learning, to disseminate information for purposes of learning, or to otherwise implement a learning program. Nor shall a student have a right to interfere with the motivation to learn or the learning activities and efforts of other students.

Section 4 Multicultural Policy

The school district will provide programs that foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize the rich diversity of the population of the United States.

The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations.

Section 5 Concern Procedures:

Parents are encouraged to contact the school when a concern arises. Appointments can be made for parents to meet with staff members or the principal or to draw on the support services of any other program the school has available to help the students. The proper procedures for a parent or student to make complaints or raise concerns about school staff, programs, or activities are set forth below.



- Step 1:** Schedule a conference with the staff person involved with the concern
Step 2: If the matter is not resolved; schedule an appointment with Principal.
Step 3: If the matter is still unresolved at Step 2 appeal to the Superintendent
Step 4: If the matter is still unresolved at Step 3 appeal to the school board.

Article 2 – School Day

[Return to TOC](#)

Section 1 Regular Daily Schedule for 7-12 grade students

1st period	8:00 - 8:52
2nd period	8:55 - 9:47
3rd period	9:50 - 10:42
4th period	10:45 - 11:37
5th period	MS LUNCH – 11:37– 12:07
5th period	11:37 - 12:29 HS Classes
6th period	12:10 - 1:02 MS Classes
6th period	HS LUNCH – 12:32 – 1:02
7th period	1:05 - 1:57
8th period	2:00 - 2:52
Bulldog Prep	2:55 - 3:30

Academic Assistance Period 3:30 – 4:00

Academic Assistance Period is available for students that are struggling or falling behind in their academics at Shelton Public School, students can be assigned to 10th period either by the High School Principal or their classroom instructors. Students that utilize school transportation will be given the opportunity to report the following school day if other transportation cannot be arranged. Students MUST attend AAP before they attend practices for school activities. If a student attends AAP each day, he/she will be given two weeks or until the end of the unit (whichever comes first) to complete and submit the assignment for two-letter grade deduction. If a student does not attend AAP in either of the next two sessions immediately following the referral, the assignment will be entered as a “0.”

Section 2 Shortened Schedule

Please check the school calendar that is enclosed for early dismissals. Most times, students are dismissed at 11:30 A.M. on early dismissal days. Also, there may be times that the school will determine the need for other early dismissal days during the school year for teacher in-service.

Section 3 Severe Weather and School Cancellations

When school must be closed due to bad weather or other emergencies, announcements will be made by radio and television stations in Kearney and Grand Island. **Also, Cornerstone Bank of Shelton has provided the opportunity for parents and community members to receive messages posted by the school via telephone and email, including school cancellations.**

Parents are encouraged to utilize this as a source of information and can contact the school for more information on signing up for this free service. Please do not call the school.

EMERGENCY CLOSING

The Superintendent is empowered to close the district school(s) or to dismiss them early in the event of hazardous weather or other emergencies that threaten the health or safety of students



and personnel. Such action is never to be taken lightly, for public education is one of the principal functions of the community and should be maintained at a normal level except in extreme circumstances. When regularity of operation changes, serious difficulties are caused and the welfare of children may be jeopardized. Schools may not properly be closed merely to avoid inconvenience. While it may be prudent under certain circumstances to excuse all students from attending school, to delay the opening hour, or to dismiss students early, the administration has the responsibility to see that as much of the administrative, supervisory and operational activity is continued as may be possible.

In making the decision to close schools, the Superintendent, or his designee, shall consider many factors, including the following principle ones related to the fundamental concern for the safety and health of children:

1. Weather conditions, both existing and predicted.
2. Driving, traffic, and parking conditions affecting public and private transportation facilities.
3. Actual conditions or imminent possibility of any emergency conditions which would make the operation of schools difficult or dangerous.
4. Inability of teaching and supervisory personnel to report for duty, which might result in inadequate supervision of students.

It is the policy of the Shelton Public Schools to recognize the right and responsibility of parents in the matter of school attendance. This regulation leaves to the discretion and judgment of parents whether or not their children are in fit condition and properly dressed to attend school during inclement weather. Sometimes it becomes advisable for schools to end morning or afternoon sessions earlier than usual because of building conditions or weather. Parents should plan for this possibility. In the case of inclement weather, any parent who desires may pick up his children from school at any time during the day. This is in accordance with BOE Policy 3024.

Article 3 – Use of Building and Grounds

[Return to TOC](#)

Section 1 Entering and Leaving the Building

Entering: Students should not be on school grounds prior to 7:30 A.M. unless they are eating school breakfast or are under the supervision of a school sponsor. Students who drive or ride the bus will enter through the back entrance or west entrance. Students who are dropped off, ride bikes, or walk will need to enter through the front entrance.

Leaving: The school day ends at 3:30 P.M. All children are encouraged to go directly home unless they are under the supervision of a school sponsor. Students who are not waiting for a ride are to leave the school grounds immediately after dismissal.

Section 2 Visitors

Visitors are always welcome at our school! Parents are encouraged to visit at any time of the day to see school in progress. In order to observe a specific class, please refer to the classroom schedule provided by the teacher at the beginning of the year. It is advisable that conferences with teachers be scheduled in advanced. Other visitors such as personal friends, out-of-town guests, cousins, etc... are welcome too. However, the principal is to be notified in advance of the visit. We ask that all visitors check-in at the high school office before going to the classrooms. If social activities are planned such as field trips, assessments, special projects, etc... visits will be discouraged and have to be rescheduled.

Section 3 Smoke-Free Environment



Shelton Public Schools declares our school building to be smoke-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 remember that our building is smoke and tobacco free and abide by our district's policy.

Section 4 Care of School Property

Except in cases of unavoidable accidents, students and/or their parents are liable for all damage they may do to school property and will be required to make restitution for damages incurred.

Section 5 Searches of Lockers and Other Types of Searches

Lockers are the property of the school district and students are permitted to use them without charge. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particularized suspicion or reasonable cause.

Section 6 Video Surveillance

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

Section 7 Use of telephone

If a child has a legitimate reason to use the phone, permission may be granted by the school secretary, teacher, or the principal. Students will not be called to the phone during the day unless it is an emergency.

Section 8 Bicycles, Skateboards, Roller Blades, Scooters

Skateboards, Roller Blades, and Scooters are not allowed on school premises; however, bicycles may be used as a form of transportation to and from school. The school is not responsible for theft or damage to a bicycle. The following rules must be observed regarding the use of bicycles:

1. No one is allowed to ride bikes on school grounds. Students must walk bikes onto school grounds.
2. Bicycles must be parked in the bike rack.
3. The borrowing of a child's bicycle during the school day will not be allowed.

Section 9 Student Valuables

Students are responsible for taking care of their own property that they bring to school. Books, supplies, and materials should all be labeled. Any items brought from home for classroom use should be given to a teacher. Large amounts of money should not be carried to school.

Section 10 Lost and Found

Lost and found items are located in the storage room in the high school office. Parents are encouraged to contact the school if a child's belongings are missing or are free to check the items in the storage room. The lost and found items are displayed on the last day of the quarter so the



students will have the opportunity to identify and claim them. Once the semester is over, leftover items will be donated to charitable causes and/or discarded. **Please mark your child's belongings for this purpose.**

Section 11 Accidents

Every accident in the school building or on school grounds must be reported immediately to the office and an accident form will be completed. Depending upon the severity of the accident, communication will take place between home and school.

Section 12 Insurance

The school district is not an insurer of student safety, and parents are encouraged to secure insurance covering their students' health care needs, including catastrophic coverage for injuries which may be sustained while participating in athletics or other extracurricular activities.

Section 13 Bulletins and Announcements

PowerSchool and the Alert Solutions Messaging System will be the primary means of communicating with patrons. School bulletins will be available on the school website. Periodic paper flyers/announcements may be sent home when appropriate. Shelton Public School also has a website at: www.sheltonbulldogs.org. The district website will contain a wide array of pertinent and up to date information.

Article 4 – Attendance

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Section 1 Attendance

Students are required to attend class regularly and to be on time in order to gain the maximum benefit from our instructional program, develop habits of punctuality, self-discipline, and responsibility. Students must be in regular attendance if they are to obtain the most value that they can from each course. Continuity in the learning process is seriously disrupted by excessive absences. In most situations, the work missed cannot be made up adequately. The discussion that takes place in the classroom is often more valuable than that written assignment. Nebraska School Law, 79—201, requires students to attend each day that school is in session, except when excused by school authorities. An excused absence is due to illness, medical appointment or an absence previously requested by the parent/guardian and acknowledged as excused by school authorities. **It is the parent's responsibility to see that their child(ren) attend(s) school regularly.**

Section 2 Attendance and Absences (BOE Policy 9113)

The following guidelines apply to any absence:

1. A high school student who accumulates more than 10 attendance points in any class in a semester will receive an NC (no credit) w/ a GPA value of "0" for that course unless the Principal determines that, due to the nature of the absences, credit shall be granted.
2. All absences shall count towards the ten-day limit, with the following exceptions. Any absence due to school-sponsored activities will not count toward the ten-day limit. Also, any absence due to illness as long as a doctor's note is filed in the office stating such.
3. After-8 –unexcused absences or the hourly equivalent in any semester, the principal will meet with parent(s) or guardian(s) and student if necessary, to attempt to solve the



absenteeism. At that time, the principal will determine whether curricular changes, such as placement in an alternative educational setting, would help solve the absenteeism. If steps to remedy the absenteeism are not successful, the principal may make a report to the county attorney.

4. When a student is absent more than twenty days per year, and any portion of the absence is unexcused, the principal will file a report with the Buffalo County Attorney. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the principal must file a report with the appropriate county attorney.
5. Any student that must miss a day of school must bring a note to the office signed by the parent/guardian, describing the reason the student was unable to be in school. Notes on future absences must be filed in the office at which time a make-up slip will be issued. The make-up slip must be turned into the office prior to the student being gone. Make-up slips given due to illness must be returned to the office two school days after the absence. After that time, it is the teacher's option whether to accept make-up work or give the student a zero. Teachers will sign the make-up slip after the assigned work has been completed. In the event the make-up slip is not turned in to the office within the designated time, the student will be placed in 10th period to receive assistance in fulfilling this attendance obligation.
6. Determination as to whether any absence is excused or unexcused shall be the principal's.
7. Any student who has an unexcused absence will be subject to disciplinary remedies for truancy as well as customary consequences for missing/late work determined by the classroom teacher.

**Students who are truant or continue to have excessive absenteeism will be dealt with by the compulsory attendance law 79—209 and reported to the proper agencies.

Career/Job Shadowing

Students will be granted 1 Career/Job Shadowing day in each of their 11th and 12th grade years. This will be part of the Guidance Career Workshop Curriculum and will not count against their 10 days provided the following criteria are met:

- Appointment made with employer at minimum of 10 days prior to Job Shadowing.
- Signed Parental Permission Slip turned into the office at minimum of 7 days prior to Job Shadowing
- Students have all school work completed as evidenced by the completed make up slip turned into the office prior to Job Shadowing

The school is not responsible for transportation. Students on the Down List will not be granted a job shadowing day.

College Visit

Students will be granted 1 College Visit day in each of their 11th and 12th grade years to visit a college of their choice or attend a college fair provided the following conditions are met:

- Signed Parental Permission Slip turned into the office at minimum of 7 days prior to the college visit
- Students have all school work completed as evidenced by the completed make up slip turned into the office prior to the college visit

This is in addition to anything the Guidance Counselor, or a Teacher takes the class to for colleges or careers. Students on the Down List will not be granted college visitation days.

Section 3 Tardiness

Classes begin at 8:00 A.M. The teacher takes attendance and lunch count at this time; therefore, it is essential that your child be on time. Students who arrive late to school must stop by



the high school office and obtain a pass. Bus students will not be counted tardy if the bus is late for any reason.

1. *Morning/First-period tardies*- Each student will be allowed four tardies per quarter before disciplinary action is taken. On the fifth through seventh tardies, the student will be assigned a one-hour detention for each tardy. If there are more than seven tardies, the student will be required to serve a 1.5 hour detention. If a student receives more than nine tardies, a conference will be scheduled with the parent(s), student, and administration in order to determine what course of action to take in order to prevent future tardies. Further violations may result in student suspension and/or loss of class credit.
2. *Class tardies* - Unexcused class tardies will be tracked and handled by the administration.
3. *Tardy vs. Absent* - A student 10 minutes late to class or less will be counted as tardy. A student later than 10 minutes to class, will be counted as absent.
4. Repeated tardies to a particular class will count toward class absences, which (when combined with other absences) can result in a loss of credit as described here:

When a student accumulates four (4) tardies for any *one* class period it will be equivalent to a full absence for that class period (4 tardies = 1 absence, 8 tardies = 2 absences, etc.). This is in conjunction with “Article 4 – Attendance” in this student handbook. Additional remedies for tardiness may include making up time in detention and/or the restriction of off-campus lunch privileges (seniors).

Section 4 Leaving School

No staff member shall excuse any student from the school campus prior to the end of the school day, or into any person's custody, without the direct prior approval and knowledge of the principal. The principal shall not excuse a student before the end of the school without a request for the early dismissal by the student's parent or guardian. Additional precautions may be taken by Shelton Public School's administration appropriate to the age of students and as needs arise.

Section 5 Make Up Work Policy when Absent

The make up work guidelines for Shelton High School are listed below for each type of absence.

School Activity (Act)-	class work will be due prior to leaving or per teacher arrangement
Unexcused Absence (A/AU)-	class work will be due upon return; no extended deadlines
Excused Absence (MP/MD/AE)-	2 days makeup time for each day missed if makeup slip is utilized as prescribed above
Job Shadow/College Visit (JOB/CV)-	class work will be due prior to leaving or per teacher arrangement
In-School Suspension (ISS)-	class work will be provided; no extended deadlines; student will seek assignments/clarifications via school email/LMS
Out of School Suspension (OSS)-	class work will be provided; no extended deadlines; student will seek assignments/clarifications via school email/LMS

Section 6 Open Campus Privilege for Seniors

Shelton Public School has a closed campus for grades K through 11. The senior class has the privilege for open campus for the purpose of going to lunch daily. It shall be the responsibility of the parent to grant permission for their child to go and eat lunch off campus. It is the responsibility of the student to travel to and from lunch only. SHS students (seniors)



may ride with each other, but may not ride with anyone else without written permission from parents for each instance. Students will lose this privilege if:

- on the ineligibility down list
- 4 tardies in the period directly after lunch are accumulated (remainder of semester)
- 10 tardies during the semester are accumulated (remainder of semester)
- 8 attendance points during the semester are accumulated (remainder of semester)
- the student has excessive disciplinary issues, as determined by the high school principal
- found to have been in a vehicle with underclassmen during the lunch period

Article 5 – Scholastic Achievement

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Section 1 Grading System

Shelton Public Schools will use the grading system as follows and each teacher should define for students the grading procedures to be used in their classes.

College Class/Dual Credit Conversion			
	<u>College Grade</u>	<u>SHS Grade</u>	<u>GPA</u>
A	100% - 95%	100% - 95%	4.5
	94% - 90%	94%	4.5
B	89% - 86%	90%	3.5
	85% - 80%	86%	3.5
C	79% - 70%	80%	2.5
D	69% - 60%	75%	1.5
F	59% and below	69%	0.0

Standard Grading Scale		
		<u>GPA</u>
A	100% - 93%	4.0
B	92% - 86%	3.0
C	85% - 78%	2.0
D	77% - 70%	1.0
F	69% and below	0.0

P... A passing grade may be given by the teacher under special circumstances with administrative approval.

I... Incomplete - A student receiving an incomplete has two weeks past the previous grading period to complete the work. If this is not done, the student will receive a failing grade (69%) or their current grade, whichever is lower, in that class for the term.

Section 2 Progress Reports

Progress reports will be sent home periodically to keep a parent/guardian informed about each child's progress. Parents are also encouraged to use PowerSchool to keep informed on their child's academic standings. Teachers are encouraged to notify parents as soon as a concern arises.

Section 3 Report Cards

The report card is an appraisal of the child's scholastic, social, and personal growth in terms of the school program. Report cards will be distributed at the end of each nine-week period. The report card will be sent home with the student or will be mailed at the end of the Semester. We ask that the parents examine the cards carefully and if they have any questions, to please contact the teachers involved.

Section 4 Down List/Eligibility



Teachers will have their grades prepared each Monday no later than 11:00am. The down list will be distributed to teachers Monday afternoon along with contacting the necessary students and parents/guardians. A student will be considered ineligible or “down” if he/she has is failing (not maintaining at least a 70% average) any two or more classes for two consecutive weeks. The first of those two weeks will be considered a warning week. Students will be eligible to participate during their warning week, but any week(s) directly subsequent to the warning week will result in ineligibility for that calendar week. Grade averages are based on the student’s cumulative average for the current quarter.

A student should be in school at least $\frac{1}{2}$ the periods to be eligible to participate in activities after school hours on that date, unless excused by the principal.

A student must have passed at least 20 hours, from the previous semester, in order to be eligible for extracurricular activities for the semester. Any student who has not met the above requirement will be ineligible to participate in extracurricular activities.

Section 5 Semester Test

A comprehensive understanding of course outcomes is an important part of the educational process. The semester test schedule, type of semester tests given, method of administering semester tests, and weighting of semester tests will be at the discretion of the principals. Semester tests will account for 20% of the overall grade for the given semester.

Section 6 Graduation Requirements

Graduation from Shelton Public Schools will be made on the recommendation of the high school principal provided the student has met the requirements set forth by the local school board. A student must have completed coursework in grades nine through twelve including the specific requirements of:

Graduation Requirements

ENGLISH.....	40 Credit hours
These courses count toward English graduation credit: English 9 for Freshman, English 10 for Sophomores, English 11, Honors English 11 for Juniors, English 12, Honors English 12 for Seniors.	
SOCIAL STUDIES.....	40 Credit hours
These courses count toward Social Studies graduation credit: World Geography, and World History, Modern Problems, American Government for Seniors, American History for Juniors.	
MATH	30 Credit hours
Calculus, Pre-Calculus, Advanced Math Topics, Trigonometry, Geometry, Algebra I and II, (other special education Math courses taken in High School)	
SCIENCE.....	30 Credit hours
These courses count toward Science graduation credit: Physical Science and Biology are required, Anatomy, Advanced Biology, Chemistry I and II, Physics, Applied Science	
SPEECH.....	5 Credit hours
1 Semester of Speech is required.	
PHYSICAL EDUCATION.....	10 Credit hours
P.E. 9 is required	
FOREIGN LANGUAGE.....	10 Credit hours
HUMANITIES.....	10 Credit hours
(Band, Chorus, Art)	



VOCATIONAL EDUCATION.....	15 Credit hours
1 Semester of Computers 9 is required. 1 Semester of Personal Finance for Seniors is required	
TOTAL.....	255 Credit hours
Community Service.....	40 hours
(prorated proportionately at a rate of 10 hours per year for the initial 3 years of this requirement/ex. Seniors have 10 hours, Juniors have 20 hours and so on...)	
(Prorated proportionately for student who enroll after the beginning of their freshmen year, but still plan on graduating with their class on time)	

POLICY 9007: JUNIOR HIGH REQUIREMENTS

7th and 8th grade students are expected to earn a semester grade of at least 70% in courses of Mathematics, English, Science, and Social Science. Students who earn a semester grade lower than 70% are expected to make up the course either through the credit recovery program or through the alternative room as determined by the principal.

Section 7 Honor Roll

There are two levels of the Honor Roll:

1. "A" Honor Roll – student receives no grades lower than an "A" in all classes
2. "A/B" Honor Roll – student receives only "A's" and "B's" in all classes

The Honor Roll will be published Quarterly and at the end of each Semester.

Section 8 Valedictorian and Salutatorian Guidelines/Class Rank

- A. Valedictorian shall be that senior who has the highest GPA.
- B. Salutatorian shall be that senior with the second highest GPA.
- C. To be eligible, a student must have completed his/her senior year in Shelton Public Schools and have a 1st Semester and 2nd Semester grade from Shelton Public Schools their senior year.

Class Rank

1. Class rank: Highest grade average of academic courses.
2. The grade averages to be used are of high school credit courses earned through their senior year. Incoming grades and credits are accepted for transfer students, if the school was an accredited school. If the incoming grades are not identified by a number or percentage, then the following scale will be used: A=100-93, B=92-86, C=85-78, D=77-70, F=69-0
3. Class rank is figured as follows, taking the grade received in the class, multiply that grade (percentage) times the number of credit for that class, then dividing by the total credit accumulated. All high school courses count toward their class rank and GPA. (Exceptions; Pass/Fail courses, and college classes not on the High School Transcript do not count toward rank). Students can choose to take a dual credit class for college credit only, these would be classes that are not taken during school. UNL Independent Study High School courses-count toward a student's GPA, class rank, and Valedictorian and Salutatorian status.
4. Home School classes will not be accepted for High School credit, unless it is from an accredited High School.
5. The 4.0 scale will be used for purposes of class rank with 4.0=93-100, 3.0=86-92, 2.0=78-85, 1.0=70-77. The 100-point scale will be used as a tie-breaker only.
6. Grade replacement: Students may repeat a course in (Math, English, Social Studies, Science, and Spanish) but may not earn additional credit toward graduation by repeating the course. Students who repeat the course and earn a passing grade forfeit the credit previously earned.



Students who repeat the course and then earn an F do retain credit earned from the previous attempt. In both cases, the original grade remains on the student record even if it doesn't count towards their GPA or graduation progress.

7. The number of Honors Classes or Honors Modules taken and passed may be used as a tie-breaker for class rank.

Section 9 College Classes

A student may be allowed to take college classes or dual credit classes during school day. Once enrolled in the college class, a student may be allowed to have a period during the school day to take the college class, whether it be a class that is online, correspondence, or distance learning. Students can choose to take a dual credit class for college credit only, but will not get a period during the school day for it. Any dual credit college courses taken during the school day will be figured into the student's GPA, Valedictorian and Salutatorian status, and will receive a .5 bonus to their GPA if they pass (A=4.5, B=3.5, C=2.5, D=1.5, F=0). A grade conversion chart is provided at the beginning of Article 5, above.

Section 10 Student Aides/Basic Skills Addition (2.5 credits per semester IEP/MDT Students)

1. Student wanting to be student aides for teachers or administrators must be doing satisfactory work in all school subjects.
2. Students will be given 2 hours of credit per semester and will be graded on a pass/fail basis.
3. Student aides are responsible to their supervising teacher. They should be prompt and ready to work.
4. Students will be allowed to be aides after discussion of job expectations with the teacher and principal.
5. There will be only one aide per teacher unless approval is given by the principal.
6. Students serving as aides (typically restricted to Juniors and Seniors) may not take a study hall unless given permission by the principal or counselor.

Article 6 – Support Services

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Section 1 Special Education Establishment

All children, regardless of their handicapping condition, are entitled to a free appropriate public education and an equal opportunity for education according to their needs. The district will follow the protocols created by the Nebraska Department of Education and the United States Department of Education in identifying, evaluating, and verifying students who may be entitled to rehabilitation or special education services. The school district shall provide special education and rehabilitative services only to children with verified disabilities and qualifying conditions.

Section 2 Guidance Services

All students are encouraged to work closely with our Guidance Counselors. They are skilled in helping students to resolve issues that can impede the educational process. These issues could range from academic to personal, don't hesitate to utilize them early in a situation so that problems can be more quickly resolved. All students will meet with the school counselor to plan their course of studies through high school. This should be done as early as possible in the school year so that any



needed corrections in scheduling can be made. Those students considering college after graduation need to determine the entrance requirements for the colleges of their choice as early as possible. It is recommended that college-bound students and their parents visit the school counselor to plan an appropriate course of study. Current college catalogs are available in the counselor's office.

Mandatory Reporting - School employees are legally obligated to report any suspected abuse or any activity and or situation that could put the welfare of students in jeopardy.

Section 3 Cumulative Records

A cumulative record will be maintained for each student from his/her entrance into school through the twelfth grade. These records pertaining to the individual student may be used only for the benefit, promotion, or welfare of the student. All material in each cumulative file will be treated as confidential. According to State Law (Statute 370, 1973) these records are accessible to the student, the student's parents or guardians, and school personnel only. "Shelton Public School release directory information about your students to college, universities and military recruiters. If parents wish to WITHHOLD information provided to military recruiters please contact the guidance counselor with your request". Having a student's records sent to another school, prospective employer, or any other party, requires an official release form on file in the Guidance Office signed by the student's parent or guardian.

All **Credit Recovery** placements are subject to administrative approval. Credit Recovery would be reported on the transcript as an Alternate Class (example, Alternate Biology) and assigned the lowest possible passing grade. The student's original grade in the class will remain the same. Students can only recover a failed grade starting in the 2nd semester for 1st semester fails, and Summer School for 1st or 2nd semester fails.

Students seeking to fulfill required classes that cannot be scheduled for them within the regular school day can use the Credit Recovery program, and would receive whatever grade they achieved. These courses are figured into their GPA like a normal course and listed as such. Full-time Alternative Education placement can be requested by the student, parents, teachers, or school administration. Students in full-time alternative education placement may have Education Plans created to meet their educational needs and their graduation requirements. Seniors who are placed in Alternative Education full time during 2nd Semester can meet graduation requirements early if: (1) they fulfill all academic requirements to graduate (2) satisfy the conditions of their Education Plan (3) forfeit their right to participate in all extra activities, including, but not limited to: Prom, Graduation Ceremony, Athletic and Musical Contests (attendance at these events would be at the discretion of the principal) (4) parent agrees to all conditions and assumes responsibility for the student when they are released from the alternative education program. Upon completion and after the graduation ceremony, the diploma will be mailed or distributed to the student. All Alternative Education plans (full and/or part-time) are subject to review, adjustment and final approval of school administration.

Section 4 Classification

Students must have earned:

- 50 hours to enter the Sophomore class
- 100 hours to enter the Junior class
- 175 hours to enter the Senior class
- *255 to graduate

Section 5 Dropping and Adding Classes



A student has five school days in which to “drop” or “add” a class after school has convened for the school year. The respective teachers, parents, and principal must approve class changes. Consultation with the guidance counselor prior to dropping/adding a class is strongly recommended. Any classes dropped after this time period will usually result in failing grades, unless there are extenuating circumstances approved by the principal. Extracurricular academic eligibility could be suspended for a period of time depending on the circumstances of that drop or add. This will be at the discretion of the administration.

Section 6 Health Services

School Nurse: The school nurse is scheduled at Shelton Public School for two days for first and second semester. A schedule will be established and these days will be determined at the beginning of the school year.

Emergency Response Team: In the event the school nurse is not present during a student health emergency, the emergency response team will be notified and activate policies & procedures set forth in the district Emergency Response Plan. Prearranged individual plans may be followed outside the standard response of the team if such plans are set up prior to any such emergency.

Annual Health Check: The school nurse checks each student’s hearing and sight annually. If there is a suspicion of a problem, the parent will be notified. Additional health screenings may be requested by the parents or teacher.

Students need to be fever free without medication for 24 hours to be able to return to school from illness. If a child vomits they will be sent home and may not return until they are without an episode of vomiting for 24 hours.

POLICY 9302: MEDICATION OF STUDENTS

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled *Methods of Competency Assessment of School Staff Who Administer Medication*), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

1. **Prescription medication**
 - a. Parents/guardians must provide a physician’s written authorization for the administration of the medication.
 - b. Parents/guardians must provide their own written permission for the administration of the medication.
 - c. The medication must be brought to school in the prescription container and must be properly labeled with the student’s name, the physician’s name, and directions for administering the medication.
2. **Non-prescription medication**
 - a. Parents/guardians must provide written permission for the administration of the medication
 - b. The medication must be brought to the school in the manufacturer’s container.
 - c. The container must be labeled with the child’s name and with directions for provision or administration of the medication

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district



may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

POLICY 9301: STUDENT ILLNESS

Students who become ill at school will be sent to the building office where the school nurse or other school employee will determine the appropriate response. When a child is too ill to remain at school, a school employee will contact the child's parent(s) and make arrangements for the child to be picked up or sent home. If an illness or injury requires immediate medical attention, school officials shall attempt to contact the child's parent(s) regarding treatment for the child. If the parents cannot be contacted, school officials may have the child treated by an available physician. Students who show symptoms of a contagious disease may be sent home, and the district may require a physician's statement before allowing such students to return to school.

Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Control of Communicable Diseases: Students with the following diseases must have treatment before returning to school: MRSA/Staph, Pink eye, impetigo, and ringworm. Students with chicken pox may return to school seven days after onset. They must be afebrile and have no infected pox. The student should be inspected by a school official prior to entry. Students with head lice may be readmitted to school following treatment and removal of all nits. The student should be inspected by the school nurse or trained personnel before being allowed to re-enter. Students with the following diseases need a physician's written permission to return to school: hepatitis, rheumatic fever, mononucleosis, and HIV.

To have a student either excused from physical activity because of injury or illness or readmitted to physical activities, a permission slip is needed from the parent or doctor.

Child Abuse: When any school staff member has reasonable cause to believe that a child has been subjected to abuse or neglect, or observes such person being subjected to conditions or circumstances which would result in abuse or neglect, he or she is required by law to report such incidents to the proper law enforcement agency. (School Law 28-710) Abuse or neglect shall mean knowingly, intentionally, or negligently causing a minor child to be placed in a situation that may endanger his/her life or physical or mental health. *Refer Policy 9035 Child Abuse or Neglect.

Policy 9303: PRIVACY OF PROTECTED HEALTH INFORMATION

The Health Insurance Portability and Accountability Act of 1996 protects certain health information. Shelton Public Schools recognizes that prior to obtaining or releasing student or employees protected health information, that written authorization for such disclosure will be required. If protected health information is requested from a third party, Shelton Public Schools will ensure that such information is released only as allowed by federal and state law.

POLICY 9304: EMERGENCY RESPONSE TO LIFE THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)

School employees will comply with the requirements of "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)". The district shall procure and maintain the equipment and medication necessary to implement the protocol. The superintendent shall obtain the required signature(s) of one or more physicians licensed to practice medicine in Nebraska on the form entitled "Protocol: Emergency Response to Life



Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)” (“Protocol”). The superintendent shall publish this policy and Protocol in each employee handbook.

The superintendent shall arrange to have a qualified medical person train employees, and for training updates as necessary.

POLICY 9305: SELF-MANAGEMENT OF DIABETES OR ASTHMA/ANAPHYLAXIS

Upon receiving the written request of a student’s parent or guardian and the written authorization by the student’s physician, the school district will work with the parent or guardian in consultation with the physician to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis (referred to herein as “medical condition”).

The plan for a student with diabetes will (a) identify the health care services the student may receive at school, (b) evaluate the student’s understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student’s self management by an appropriately credentialed health care professional, and (d) be signed by the student’s parent or guardian and the physician responsible for the student’s medical condition.

The plan for a student with asthma or anaphylaxis will (a) identify the health care services the student may receive at school, (b) evaluate the student’s understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student’s self management by an appropriately credentialed health care professional, (d) include the name, purpose, and dosage of the prescription asthma or anaphylaxis medication prescribed for such student, (e) include procedures for storage and access to backup supplies of such prescription asthma or anaphylaxis medication, and (f) be signed by the student’s parent or guardian and the physician responsible for the student’s medical condition.

The plan will permit the students to self-manage his or her medical condition in any part of the school or on school grounds during any school-related activity, or in a private location. The parent or guardian of a student for whom such a medical management plan has been developed shall sign a statement acknowledging that (a) the school and its employees and agents are not liable for any injury or death arising from a student’s self-management of his or her medical condition and (b) the parent or guardian will indemnify and hold harmless the school district and its employees and agents against any claim arising from a student’s self management of his or her medical condition.

The student’s parent or guardian will be personally responsible for any and all costs associated with any injury to school personnel or another student resulting from the a diabetic student’s misuse of necessary medical supplies.

The district may prohibit a student from possessing medical supplies for self-management and may establish other necessary and appropriate restrictions or conditions when the district determines that the student has endangered himself, herself, or others through misuse or threatened misuse of such medical supplies. The district will promptly notify the parent or guardian of any such prohibition, restriction, or condition.

Article 7 – Drugs, Alcohol, and Tobacco

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Section 1 Drug Free Schools

POLICY 9022: STANDARDS OF CONDUCT FOR PARTICIPATION IN EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES

The following policies and procedures govern extracurricular and cocurricular activities both in and out of school beginning on the first day of activity practice in the fall and running through the last day of state competition in the spring. These activities affect all school sponsored activities that include



but are not limited to continued involvement in and removal from the following activities and positions: football, volleyball, cross country, basketball, wrestling, track, golf, plays, musicals, band, chorus, speech and drama, cheerleading, dance team, National Honor Society, student council, annual, newspaper, class officer, prom, Close Up, and school dances.

1. Academic and Attendance Requirements.

In order to be eligible to participate in a particular performance, contest, program, trip or activity, each student should meet the requirements set out below.

- a. A student must make special arrangements for assignments with the teacher(s) involved if he or she is going to miss a class for a performance, scheduled contest, program or trip, in order to be eligible to perform in that event. (If at all possible such assignments must be done in advance.)
- b. A student should be in school at least one-half day of a performance, scheduled contest, program or trip which begins after all classes have been completed. Parents may seek an exception to this rule from the office of the high school principal. Exceptions will be granted on a case-by-case basis and at the discretion of the high school principal.
- c. A student must meet the requirements of the Nebraska State Activities Association and have received passing marks in four major courses in the previous semester. A major course carries five credits per semester. The term "previous semester" means that semester immediately preceding the semester in which the student wishes to participate in activities.
- d. A student must not be failing more than two courses during a week.

2. Prohibited Conduct

Students who engage in the following prohibited conduct will be excluded from extracurricular and co-curricular activities based on the consequence schedule set forth in this policy.

- a. Violations of Local, State and Federal Laws.
 - i. Whenever the school district has reasonable cause to believe that a student has violated any local, state or federal law (other than any municipal curfew or a traffic ordinance which is classified as an infraction) the student shall be ineligible to represent the school in any performance, scheduled contest, program or trip according to the schedule of consequences set forth in this policy.
- b. Suspensions and Expulsions from School.
 - i. Any student suspended from school (in or out) through in school or out of school suspension for violation of school rules will be ineligible to participate in any extracurricular or co-curricular activities until reinstated by the high school principal.
- c. Use of Tobacco, Alcohol and Other Dangerous Drugs.
 - i. No student who is involved in extracurricular or co-curricular activities shall use, possess, or transmit any alcoholic beverage, tobacco product or illegal drug or 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, a tobacco product or an illegal drug. Provided, this rule shall not apply to activities which a student attends a gathering with his or



her parent(s) where alcohol is consumed as long as the student does not personally consume alcohol, use tobacco or an illegal drug.

3. Schedule of Consequences

- a. Students who use, possess, or transmit an alcoholic beverage, tobacco or an illegal drug on school property or at a school sponsored activity are also subject to discipline under board policy and the Student Discipline Act up to and including suspension or expulsion from school.
- b. If school officials determine, after a reasonable investigation, that a student has violated this policy by consuming alcohol, using tobacco or an illegal drug, or has remained at a site where other minors are using alcohol, tobacco or illegal drugs, the student shall be ineligible to represent the school in any performance, scheduled contest, program or trip according to the schedule of consequences set forth in this policy.
- c. The consequences that follow are generally intended to be applied progressively and on a year by year basis. However, there are circumstances when the infraction will be deemed severe because of moral turpitude, violence, amount of damage or some other factor, it would appropriate to deviate from the schedule of consequences. When the high school principal, in his/her sole judgment determines that the infraction is severe, he/she may deviate from the schedule of discipline and impose the discipline he/she deems appropriate.

a. First Offense

- i. The student shall be required to attend practices.
- ii. The student will be ineligible to publicly perform in any extracurricular activity for 14 calendar days. The day of the positive test result are received by the district shall be the first day for counting purposes. If the end of the activity precedes the end of the 14 days, the remaining days will carry over to the next activity so the student completes the required number of days.
- iii. The student shall obtain a drug and alcohol assessment and counseling 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 drug and alcohol assessment and counseling will be provided to the student by the district. This will be arranged and approved by the Guidance Counselor and the student's parents or guardians. The student shall provide written proof of obtaining the assessment to the guidance counselor. The student is strongly encouraged to comply with the assessment and counselor's recommendations.
- iv. The student will be subject to follow-up drug tests at least one time per month for the next 6 months or end upon graduation.

b. Second Offense

- v. The student shall be required to attend practice.
- vi. The student will be ineligible to publicly perform in any extracurricular activity for 30 calendar days. The day of the positive test result is received by the district shall be the first day for counting purposes. If the end of the activity precedes the end of the 30 days, the remaining days will carry over to the next activity so the student completes the required number of days.



- vii. The student shall attend additional drug and alcohol counseling or educational program provided by the district. The counseling will be arranged by the Guidance Counselor in conjunction with the student's parents or guardians.
- viii. 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 **9** months or end upon graduation.

c. Third Offense

- ix. The student will be ineligible to practice or publicly perform in any extracurricular activity for one year from the date of the third positive test or end upon graduation. The day of the positive test result is received by the district shall be the first day for counting purposes.
- x. 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.
- xi.

d. Fourth Offense

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

4. Appeal Process.

- a. A student or parent contesting the declared ineligibility of a student based on these rules, shall be required to state the basis of their objection in writing, and also their request for an oral hearing, addressed to the Superintendent of Schools. The Superintendent of Schools shall then schedule a meeting of the student and/or parents and the high school principal. The Superintendent will hear the complaint and will notify the student or parents in writing of his/her decision within 10 school days. The decision of the Superintendent of Schools shall be final.

Section 2 Drug Dog Policy

The Shelton Board of Education has authorized the use of a Drug Dog to search any portion of the building or grounds, without prior notice or parent permission, if this action is deemed necessary by the administration. This is in accordance with Board of Education Policy 3022.

Section 3 Drug Testing Policy (Board Policy 9023)

For the purpose of promoting safe, healthy, and responsible lifestyle choices, the Shelton Board of Education has adopted Board Policy 9023, concerning a student drug testing for those opting to participate in the noted extracurricular activities. [Click to view Board Policy 9023](#)

Article 8 – Student Rights, Conduct, Rules and Regulations

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Section 1 – Forms of School Discipline

Due process with respect to exclusion from school is a matter of board policy and is outlined in Legislative Bill 503 passed in 1976 Nebraska Legislature. The statute provides for 5 types of exclusions:

1. Short-Term Exclusion: Up to, and including 5 days
2. Emergency Exclusion: Immediate exclusion if the student has a dangerous disease, or his/her conduct presents a threat to the physical safety of the school community, or is very disruptive
3. Long-Term Exclusion: More than 5 days, less than 20
4. Expulsion: Remainder of semester
5. Mandatory reassignment: Involuntary transfer to another school within the system in connection with any disciplinary action.

Each type is defined below:

- A. **Short-Term Suspension:** Students may be excluded by a Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
1. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or,
 2. Other violations of rules and standards of behavior adopted by the Shelton Public 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:

1. A 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.
2. 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.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, a 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.
4. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with a 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 participate in the conference.
5. A student on a short-term suspension shall not be permitted to be on school grounds without the express permission of a Principal.

- B. **Long-Term Suspension:** A 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 a Principal. A notice will be given to the student and the parents/guardian when a 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.

C. Expulsion:

1. 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 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 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) 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.
2. 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.
3. 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.
4. 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.
5. 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.

D. 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.

GUN FREE SCHOOL:

Under state and federal law, the Gun Free Schools Provision refers to the federal requirement that districts expel a student for one calendar year if he/she possesses or transmits a firearm on school grounds. Students should be aware of this law and follow the rule as stated. **No person possessing a concealed weapon permit is allowed to carry a weapon on to school grounds or into the school building.**

POLICY 3015: FIREARMS AND WEAPONS

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy.

Definition of Firearm. The term “firearm” is defined as any object that is designed to or may readily be converted to expel any projective by the action of an explosive or frame or receiver of any such weapon.

Weapons. No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. The term, **weapon**, is defined as a firearm or any other object or material that is ordinarily or generally considered a weapon.

Exceptions Regarding Firearms. This prohibition does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor; or
3. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are encased or are in a locked firearm rack that is on a motor vehicle. **Definition of Encased.** The term “encased” means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.

Exceptions for Students. The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:



1. The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose; and
2. The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so;
3. All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.

Consequences. Federal law requires that any student who brings a firearm, as that term is defined in 18 United States Code 921, to school be expelled from school for one calendar year. State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a firearm or weapon on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be expelled for two semesters, suspended on a long-term basis or mandatorily reassigned. The superintendent of school shall have the authority to modify the expulsion requirement on a case-by-case basis.

Confiscation of Firearms. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

Report to Law Enforcement Authorities. All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm or weapon to school.

Section 2 Student Conduct

Students are expected to:

1. Respect the rights and property of others
2. Refrain from damaging, defacing, or destroying school or personal property
3. Use school facilities with safety and cleanliness in mind
4. Accept the leadership and authority of teachers, administrators, and school staff
5. Refrain from behavior that disrupts classroom instruction
6. Practice and develop good citizenship

A. 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 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 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. 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. 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 indecency or sexual conduct
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, on a school-owned device, 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; or
12. 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 those students riding Shelton Public Schools buses or vehicles.
17. 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:
 - 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
 - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm. The term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

B. Recurring Disciplinary Issues

In the event a student has had recurring discipline issues that ordinary disciplinary measures have failed to correct, a disciplinary committee shall be convened at the behest of the administration. The task of the committee shall be to review behaviors and disciplinary action pertaining to the concerned student and make a formal recommendation to the superintendent for further corrective action up to and including expulsion.

Section 3 Student Appearance

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.



- (1) **Student Appearance:** Students at Shelton Public Schools 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. 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:
- a. Clothing that shows an inappropriate amount of bare skin or underwear (muscle shirts, midriiffs, spaghetti straps, sagging pants) 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.
 - i. Tank tops must entirely cover undergarments and straps of undergarments
 - ii. Tops with low necklines that reveal cleavage are not appropriate
 - iii. Cutoff shirts with enlarged arm holes are not appropriate
 - b. Short shorts, short skirts, or short skorts will not be permitted.
 - i. pockets are not to be revealed below the bottom of the shorts
 - ii. Clothing of which the body is excessively revealed due to length, size, or holes/cuts/tears is not permitted
 - iii. Administrator discretion will be used
 - c. Pajama Pants and/or slippers (Traditional Sleepwear)
 - d. Blankets and other wraps are not to be worn-or carried around in school
 - e. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
 - f. 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).
 - g. Head wear including hats, caps, bandannas, scarves, and hoods
 - h. Clothing or jewelry which exhibits nudity makes sexual references or carries lewd, indecent, or vulgar double.
 - i. 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 a 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 a Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in a Principal’s office.

*Students in violation of the dress code are subject to consequences.

Section 4 Specific Rule Items

The following conduct may result in disciplinary action, which, in repeated violations, may result in discipline up to expulsion.

POLICY 9203: AUTHORITY TO DETAIN



Building administrators shall have the authority to establish procedures regarding detention of students beyond the regular school day.

Assemblies: Students attending assemblies and other programs are expected to behave appropriately. Behavior of students attending assemblies and programs will be that of respect and consideration.

POLICY 9018: STUDENT DRIVING AND PARKING

Students who drive to school are required to park their vehicles and leave them unoccupied until it is time to drive home. The speed limit on school property is 15 miles per hour. Students may not drive or have access to their vehicles during the school day without the express permission of their building principal or the superintendent of schools. Students are to park appropriately and in the assigned areas on school property. Student parking shall not be permitted in bus loading zones. When the buses are loading or unloading, all vehicles must stop and wait for the loading or unloading process to be completed. By driving a vehicle to school and parking on school grounds, students consent to having that vehicle searched by school officials if school officials have reasonable suspicion that such a search will reveal a violation of school rules.

POLICY 9026: STUDENT CELL PHONES, PAGERS, AND ELECTRONIC DEVICES

Students are prohibited from using cellular phones and electronic devices such as iPods, MP3s and other similar devices while at school, except as provided in this policy. These will be referred to as electronic devices in this policy.

Students are permitted to possess and use electronic devices before school hours, at lunch time, during passing periods, and after school hours, provided that the student not commit any abusive use of the device. Such devices shall not be accessible in classrooms or areas serving as classrooms or academic areas during the regular school day. Leaving devices in lockers or backpacks during class time is acceptable. 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.

Students who violate this policy, or have used devices in any way deemed problematic by a school official, will have their electronic device(s) confiscated immediately. For a **first offense**, the device will be *returned to the student* at the end of the school day. A **second offense** will require the device be *returned to the parent/guardian* at the end of the school day. For a **third offense**, the device will be *checked into the office for the entire school day for 1 week*. A **fourth offense** will have the device *held in the office 1 week*. Subsequent violations of cell phone usage policy will result in out-of-school suspension for insubordination as well as a plan for the housing of the device (by parent or office) for the remainder of the school year. *Additionally, any belligerent behavior associated with the confiscation of any device will be considered insubordination* It should also be understood that some improper uses of electronic devices might necessitate the notification of law enforcement.

By bringing an electronic device to school, students consent to the reasonable search of said devices by school staff. Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of an electronic device or any calls made on a cell phone.



Headphones/ear buds: Headphones and/or ear buds are not be used, worn, or visible in any common areas, hallways, etc. The use of these devices is only permitted under the express permission and supervision of a teacher or teacher's designee to assist in carrying out an educational task.

Public Displays of Affection: Public displays of affection are limited to simple hand-holding and/or a quick hug. Kissing, groping, or other like intimate displays of affection are not acceptable in school.

Passes: 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:

a. *School:* Food is to be restricted to the cafeteria only. Food may be eaten in class for special occasions with administrative approval. Any exceptions may be made only with administrative approval.

Water is allowed in the school in a clear/transparent plastic bottle.

*No carbonated drinks/or sports drinks will be allowed.

*Energy Drinks and/or Coffee will not be allowed

b. *School Vehicles:* No food or drink without approval of supervising adult(s). Any food or drink remnants must be removed and cleaned out at the conclusion of the use of any such school vehicle.

Class Materials: Students are expected to bring all books and necessary materials to class. This includes study halls.

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

Special Rules: 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.

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.

POLICY 9025: FIELD TRIPS

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

1. General Conditions

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

2. Parental Permission

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

3. Supervision

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are



prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage.

4. Student Discipline

Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

Dance Regulations: All students will enter and leave the building by the west doors of the High School Building. Dances and parties may last until 10:30 p.m. on weeknights and until 12:00 a.m. on weekends. Exceptions could be made for homecoming and prom depending on the start time of the dance by the administration.

All students are required to remain in the building and must enter within a half hour after the dance has started. Anyone leaving will not be permitted to re-enter.

Only school students and their dates will be permitted to attend school dances. Students are responsible in signing up out-of-town guests prior to the dance. Guests are required to abide by the same rules as the students. Shelton school students are responsible for the actions of their out-of-town guests.

Policy for Sporting Events: All students will exhibit appropriate game behavior as set forth in our districts sportsmanship policy. Students may leave the game to go to the concession stand, restrooms, etc...but should not be allowed to roam the premises unsupervised. If a student has been warned more than once of inappropriate behavior, they will be asked to leave the game. If this behavior continues throughout the sport season, the student will not be able to attend any future sporting events for that particular season.

Parental Custody Information: It is the responsibility of the parent with whom a student resides to keep the principal informed about which parent has custody of the child and about any visitation restrictions of the non-custodial parent. If the non-custodial parent is restricted from contact with a student, a court order to this effect must be on file at the school. The school will make every effort to ensure that such visitation restrictions are carried out. However, the school cannot accept the responsibility for the child once he/she leaves the school premises. School reports of student progress will be given to both parents when requested.

Library: The library is a resource center for all students. The only way to keep a good library is to have all books checked out through the media supervisor. Usually books are checked out on a week by week basis. **No gum or candy is allowed in the media center.

At the end of the school year, all library books and/or fines must be paid before report cards are sent home.

School Pictures: An agreement is made with a photographer who will take individual pictures. Additional prints of the picture are available at the student's cost. These pictures are generally taken around September.

Pets: Students are responsible for obtaining approval from their teacher before pets can be brought to school. Due to allergies and other symptoms, pets may not be allowed. Pets must be brought to school by a parent or guardian. Pets are not allowed on the school bus and cannot stay at school for the day.

Invitations/Treats: Students should not distribute invitations to selected friends for personal parties. Therefore, students are not allowed to bring invitations to school for distribution but may bring



treats to school only if it is provided for each child in the classroom. Ill feelings are often the result of a child or children not being included.

Toys/Reading material: Toys, gameboys, laser pointers, firecrackers, waterguns, inappropriate magazines and books, etc...are not allowed in school. Such items will be confiscated by school personnel and will not be returned until the end of the school year unless a parent comes to retrieve the items.

POLICY 9003: STUDENT FEES

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

A. Definitions.

1. "Students" means students, their parents, guardians or other legal representatives.
2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

B. Listing of Fees Charged by this District.

1. **Guidelines for Clothing Required for Specified Courses and Activities.**
Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.
2. **Safety Equipment and Attire.**
The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.
3. **Personal or Consumable Items.**
The district will provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own



personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

4. Materials Required for Course Projects.

The district will provide students with the materials necessary to complete all curricular projects. In courses where students produce a project that requires more than minimal cost for materials, the finished product will remain the property of the district unless the students either furnish or pay for the reasonable cost of materials required for the course project.

The maximum dollar amount charged by the district for course materials shall be:

Industrial Technology Classes	\$20.00
Art Classes	\$20.00
Family and Consumer Science Classes	\$20.00
Agriculture Classes	\$20.00

In courses where students produce an independent project that requires more than minimal cost for materials, the finished product will remain the property of the district unless the students either furnish or pay for the reasonable cost of materials required for the course project.

1. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

Cheerleading, Drill Team, Flag Corps

Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be \$1,500.

Football

students must provide their own football shoes, undergarments, and mouth guards

Golf



students must provide their own golf shoes, undergarments, and clubs
Track, Volleyball, Wrestling
students must provide their own shoes and undergarments

6. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees.

Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

7. Transportation Costs.

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations. The maximum dollar amount of the transportation fee charged by this district shall be \$20.00.

8. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees.

Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$.50 per page for reproduction of student records.

9. Participation in Summer School or Night School.

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses. The maximum dollar amount charged by the district for summer and night school shall be \$100.00 per semester course taken.

10. Charges for Food Consumed by Students.

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities. The maximum dollar amount charged by the district for the breakfast and lunch programs will be stated in the parent/student handbook.



11. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

Band

Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers

Swing Choir

Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$200.00.

12. Fundraising for Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities including but not limited to school dances, prom, recognition ceremonies, and graduation. In order to fund these extracurricular activities, students may be required to participate in fundraising activities. Students who chose not to participate in fundraising activities are not eligible to participate in extracurricular activities.

C. Waiver Policy.

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, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

F. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will



serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

POLICY 9023: STUDENT FUND RAISERS

Each class or student organization is limited to one commercialized fund raising activity per school year. A real need must be present before any group embarks upon a fund raising activity. Each fundraiser must have prior approval of the school principal.

If the product or item to be sold is manufactured or distributed commercially, the event is considered to be a commercialized fundraiser. Bake sales, car washes or auctions are not examples of commercial fundraisers.

Section 5 Network, E-Mail, Internet and Other Computer Use Rules

POLICY 9027: STUDENT INTERNET AND COMPUTER ACCESS

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 electronic mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers.
4. Students shall not use school computers to participate in online auctions, online gaming or music/movie streaming 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 forge electronic mail messages or web pages.
15. Students shall not knowingly bypass any school network filter or firewall

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 Online 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

Article 9 – State and Federal Programs

[Return to TOC](#)

Section 1 Notice of Nondiscrimination (BOE Policy 3004)

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:

Shanna Gannon, Superintendent of Schools
 210 9th Street, Shelton, NE 68876
 Phone number: 308-647-6742
 Email address is: bgegg@sheltonbulldogs.org

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

For additional prohibited discrimination and related information, please review school district Policy 3004 Nondiscrimination.

Section 2 Designation of Coordinators



Any person having inquiries concerning this district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Shelton Public Schools, PO Box 610 or 9th and C Street, Shelton, NE 68876, (308) 647-6742.

Law, Policy, or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Shanna Gannon
Title IX	Discrimination or harassment based on sex; gender equity	Shanna Gannon
Section 504 of the Rehabilitation Act and the Americans with disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Shanna Gannon
Homeless Student Laws	Children who are homeless	Shanna Gannon
Safe and Drug Free Schools and Communities	Safe and Drug Free School	Shanna Gannon

Section 3 Anti-discrimination & Harassment Policy

The Shelton Public 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 district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

An aggrieved person should directly inform the person engaging in harassing conduct or communication that such conduct or communication is offensive and must stop. If the aggrieved person does not wish to communicate directly with the person whose conduct or communication is offensive or if direct communication with the offending person has been ineffective, the aggrieved person should report the conduct or communication to the principal. If the principal is the offending person, the aggrieved person should report to the next higher level of management.

Regardless of the means selected for resolving the problem, the initiation of a complaint of sexual harassment will not cause any reflection on the complainant nor will it affect his or her employment, compensation or work assignments or status as a student.

Section 4 Notification of Rights Under FERPA (Ed.gov)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for



reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.

Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

For additional information or technical assistance, you may call (202) 260-3887 (voice). Individuals who use TDD may call the Federal Information Relay Service at 1-800-877-8339 or at the following address:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-5901

Section 5 Student Privacy Protection Policy

POLICY 9114: STUDENT RECORDS

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district.

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school



district maintains student records within its student information system but not in its learning management system. The official school district student information system is PowerSchool.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No “student record” or record required to be retained by the Nebraska Secretary of State’s Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and “student records” as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, “teachers” include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. “School administrators” include attorneys, members of law enforcement acting on behalf of the school district as well as third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. No other person shall have access thereto nor shall the contents thereof be divulged in any manner to any unauthorized person. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law.

Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Section 6 Parental Involvement Policies

Shelton Public School welcomes parental involvement in the education of their children. We recognize that parental involvement increases student success.

POLICY 8003: PARENTAL INVOLVEMENT IN EDUCATION PRACTICES

1. The school district recognizes the importance of parental involvement in the education of their children. To ensure such rights, parents will be:
 - Provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district.
 - 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. 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. 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. In the case of secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents 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 observation would not disrupt the activity.
 - b. Parents may request permission to attend counseling sessions in which their child is involved.
3. Permitted, within district procedures, to ask that their children be excused from testing, classroom instruction, surveys and other school experiences that parents find objectionable.
 - a. Building principals will 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. Informed through the student handbook of the manner that the district will provide access to records of students.
5. Informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. 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 may restrict their child from participating in any survey.

Section 7 Homeless Student Policy

Policy 9108: HOMELESS STUDENTS

1. General Policy

The school district, in so far as is possible, will provide tuition free education for homeless children and youth who are in the district. The district will also accord homeless students with the educational rights and legal protections provided by state and federal law.

2. Homeless Liaison

The district's homeless liaison is the Superintendent. Students in homeless situations who require assistance should contact the liaison at 308-647-6742 or in person at Shelton Public School, 210 9th Street, Shelton Nebraska 68876.

3. Definitions

- a. A homeless individual is defined as one who
 - i. lacks a fixed regular and adequate residence; and
 - ii. has a primary nighttime residence in a supervised publicly or privately operated shelter within the district for temporary accommodations, an institution within the district providing temporary residence for individuals



If a student owes more than \$20, the student will be provided up to five limited “courtesy meals,” such as a plain sandwich. Thereafter, if a student has no funds available to pay for a meal, no food will be provided.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

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

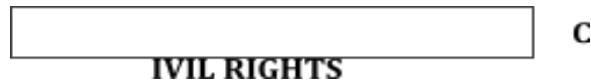
The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, text, or other electronic, 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.

Adopted on: 5/8/17

Revised on:

Reviewed on:



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, audiotape, 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 (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.



Article 10 – Miscellaneous

[Return to TOC](#)

Section 1 School Calendar

A master copy of the school activity calendar will be kept in the Principal's Office. Sponsors, teachers, and students should place coming events on this calendar as soon as the principal approves them. Scheduled events will usually be on a first-come, first-served basis. A weekly school calendar will also appear in the local newspaper. Copies of the master calendar will be placed in the school Secretary's Office.

POLICY 9207 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.

POLICY 9205 STUDENT BULLYING

Bullying is prohibited. 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 messages, text messages, e-mailing, and using websites) to threaten, intimidate, ridicule, humiliate, or harass any person.

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 school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletics 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.

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 and bullying prevention.

The school district shall review this policy annually.

POLICY 9023 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.

1. Purpose of Random Drug Testing

- a. The school district has recognized that observed and suspected drug and alcohol use and abuse has increased among the student population, including students participating in extracurricular activities.
- b. The school district seeks to provide safe, drug-free schools.
- c. The school district seeks to deter the use of illegal and prohibited drugs and alcohol among students.
- d. The school district recognizes that students who use illegal and prohibited drugs pose a threat to the health and safety of themselves, other students, teachers, administrators, and other persons.



- e. The school district finds that the drug and alcohol problem among the student body will be effectively addressed by making sure that the large number of students participating in extracurricular activities do not use drugs and alcohol.
2. **Notice.** Each student who participates or seeks to participate in extracurricular activities shall be given a copy of this policy either in written form or included in the student and activities handbook. The policy and all forms will be posted on the district's website.
 3. **Drug Testing Coordinator.** The Drug Testing Coordinator shall be the Elementary Principal or his or her designee unless otherwise indicated.
 4. **Extracurricular Activities.** This policy applies to any activity that meets the guidelines of an extracurricular activity at the school district, which includes but is not necessarily limited to the following:

Basketball	Cheerleading	Cross-country	Dance/Drill Team	FFA
Flag Team	Football	Golf	Mock Trial	
Musicals	One Act Play	Jazz Band	Quiz Bowl	
Show Choir	Speech/Debate	Swing Choir	Track	
Volleyball	Wrestling			

5. Students Who Are Required to Submit to Drug Testing

1. **Grades.** All students in grades 9-12 who participate in any extracurricular activity or competition are part of the pool subject to random drug testing.
 2. **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 participate in the extracurricular activity. The consent form is attached to this policy.
 3. **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. Only students who are participating in active extracurricular activities at the time of random testing will be in the random drug testing pool.
 4. **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 the remainder of the school year. 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 Testing 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.

b. Parental Request. Students who do not participate in extracurricular activities may be added to the random drug screening master list upon parental/guardian request and filling out the forms. If a parent requests that they have their student drug tested, the parent/guardian, not the district, will pay the cost of that test.

c. Type of Test. The school district reserves the right to utilize breath or a 12-panel urinalysis testing procedures. Urine samples, which screen positive, will be confirmed by either a Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) confirmatory test. Positive breath alcohol tests will be confirmed by EBT (Evidential Breath Tester).

d. Collection Site. The Drug Testing Coordinator will designate the boy's and girl's varsity locker rooms as the collection sites at which the student will provide specimens.

e. 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 of the active students participating in extracurricular activities at the time of the test. 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. Collection of specimens will occur at or near the end of the school day.

f. Drugs. Students may be randomly tested for any drugs, including but not limited Alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, metabolites, LSD, marijuana, metabolites, methadone, methaqualone, opiates, phencyclidine, propoxyphene, and ecstasy.

g. Results. The Drug Program Administrator or their representative shall notify the student's parent/guardian of any positive test after the initial screening. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). An MRO accreditation body will certify the MRO. 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 her parent(s)/guardian(s) to discuss the result over the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will only report results of verified positives to the DPA. The DPA shall then notify the Drug Testing Coordinator of the positive test result. The Drug Testing 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.

h. Request for a Retest. A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test can 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 Testing 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.

8. **Negative Tests.** Students and their parents will receive verbal or written notice when the student's test result is negative by the district's Drug Testing Coordinator.

9. **Consequences for Testing Positive.** Whenever the test results indicate the presence of drugs, Drug Testing 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 Testing 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**):
 - a. **First Offense**
 - i. The student shall be required to attend practices but not participate.
 - ii. The student will be ineligible to publicly perform in any extracurricular activity for 14 calendar days. The day of the positive test result are received by the district shall be the first day for counting purposes. If the end of the activity precedes the end of the 14 days, the remaining days will carry over to the next activity so the student completes the required number of days.
 - iii.
 - iv. The student shall obtain a drug and alcohol assessment and counseling 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 drug and alcohol assessment and counseling will be provided to the student by the district. This will be arranged and approved by the Guidance Counselor and the student's parents or guardians. The student shall provide written proof of obtaining the assessment to the guidance counselor. The student is strongly encouraged to comply with the assessment and counselor's recommendations.



- v. The student will be subject to follow-up drug tests at least one time per month for the next **6** months when school is in session or end upon graduation.
- b. **Second Offense**
 - i. The student shall be required to attend practice but not participate.
 - ii. The student will be ineligible to publicly perform in any extracurricular activity for 30 calendar days. The day of the positive test result is received by the district shall be the first day for counting purposes. If the end of the activity precedes the end of the 30 days, the remaining days will carry over to the next activity so the student completes the required number of days.
 - iii. The student shall attend additional drug and alcohol counseling or educational program provided by the district. The counseling will be arranged by the Guidance Counselor in conjunction with the student's parents or guardians.
 - iv. 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 **9** months when school is in session or end upon graduation.
- c. **Third Offense**
 - i. The student will be ineligible to practice or publicly perform in any extracurricular activity for one year from the date of the third positive test or end upon graduation. The day of the positive test result is received by the district shall be the first day for counting purposes.
 - ii. 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 when school is in session or end upon graduation.
- d. **Fourth Offense**
 - i. The student will be ineligible to participate in any extracurricular activity for the remainder of the student's time at the school district.

10. 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 not be eligible to participate in any activities covered under this policy including all meetings, practices, performances and competitions for one calendar year.

11. 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 Administrator, the MRO, or the onsite-collecting agent determines that a student tampered with a drug test, they will contact the Drug Testing Coordinator and the student shall not be eligible to participate in any activities covered under this policy including all meetings, practices, performances and competitions for one calendar year.



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.

12. 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 Testing 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.

13. Appeal

A student participating in extracurricular activities who has been determined by school district officials to be in violation of this policy shall have the right to appeal the decision to the Superintendent or his/her designee(s). The request for a review must be submitted to the Superintendent in writing within five (5) calendar days of notice of the positive test. A student requesting a review will remain eligible to participate in any extracurricular activities until the review is completed. The Superintendent or his/her designee(s), in consultation with the Drug Program Administrator and the Medical Review Officer, shall then determine whether the original finding was justified. No further review of the Superintendent's decision will be provided, and his/her decision shall be final in all respects. Any necessary interpretation or application of this policy shall be in the sole and exclusive judgment and discretion of the Superintendent, which shall be final and non-appealable to the School Board.

14. 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.

Adopted on: 8/12/19

Revised on: 9/16/19

Reviewed on: 7/15/19



CONCUSSION AWARENESS - Parents & Students

If participating in an extracurricular activity, please carefully read through the information contained in the Activities Handbook regarding concussions, and attend parents meetings for activities, as the coaches will also speak about concussions. You may also access more parental information regarding concussions by clicking on the Parental Info. Link at our school webpage (sheltonbulldogs.org)

POLICY 9208: INITIATIONS AND HAZING

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law. Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of “hazing” as defined below. Initiations are prohibited except by permission of the superintendent.

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

Community Service Graduation Requirement

Beginning with the class of 2020, students are required to complete 10 hours of community service during their senior year as part of their high school graduation requirements.

1. The project may be completed through participation in school activities (e.g., National Honor Society, FFA, athletic teams, etc.) as well as other acceptable community activities that have had approval prior to the activity.
2. Community service hours are to be completed outside of school time. Additionally, the work must be voluntary in nature and not tied to any class assignment or pay received for doing a job.
3. In addition to completing the 10 hours, students must also respond to Reflection Questions.
4. Forms to track your community service participation and reflect on the service are located in the Principal’s Office, with the high school principal.
5. Community service participation forms must be filled out for each activity volunteered for.
 - a. Filled out participation forms will be approved by the high school principal prior to the community service project occurring.
 - b. Community service projects must be signed by an adult who has supervised the project.
 - c. Within 10 days of the conclusion of the event, the community service form must be returned to the office to receive credit for those hours.
2. Hours will be recorded and filed in the student’s cumulative file.



3. Once all hours have been completed, students will be given reflection questions to answer. The completed reflection questions will be turned into the high school principal in the office two weeks prior to graduation.
4. The reflective questions will complete the community service graduation requirement.

Community Service Participation Form

Student's Name (Print): _____

Graduation Year: _____

- A minimum of 10 hours is required for the graduating class of 2019 and beyond.
- Students must also complete the "Community Service Reflection Questions" at the end of their community service hours
- Students can earn a Superintendent's Certificate of Merit if they meet the following requirements:
 - Bronze-level designation - earned for completing 40-59 hours of community service
 - Silver-level designation - earned for completing 60-79 hours of community service
 - Gold-level designation - earned for completing 80+ hours of community service

Pre-approval signature: _____

Date of Event: _____

Description of activity: _____

For activity supervisors

I certify that _____ participated in a volunteer service for our organization
 (Student's Name)

Number of Hours Completed: _____

Supervisor's Name (Print): _____ Supervisor's Signature: _____

Organization: _____ Date: _____

Organization E-mail and/or Phone Number: _____

Student Instructions: Prior to participating in the community service for hours toward graduation, the top portion of this form must be completed prior to pre-approval. Once approved, completed activity hours the bottom portion of this form filled need to be filled out by your activity supervisor with your assistance. Completed forms must be returned to the high school principal within 10 days of the activity to receive credit toward your graduation requirement.



Service Reflection Questions

Reflection Guidelines:

- Express your thoughts in a personal voice.
- Use complete sentences when answering the questions.
- Responses to reflection questions may be handwritten or typed. If typed, please attach your responses to this form.
- High quality details with correct grammar, punctuation, and spelling are required.

1. What did I do for my Community Service Project?

1. How did that service help others?

1. What did I learn from this experience?

1. What skills did I use that I learned in school?

1. How did this experience influence my future goals, plans, etc.?



**SHELTON PUBLIC SCHOOL
CONSENT TO PERFORM RANDOM DRUG TESTING
2021-2022**

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 the Shelton 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 Shelton Public School 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 _____



SHELTON PUBLIC SCHOOL
WITHDRAWAL OF STUDENT FROM ACTIVITY
2021-2022 SCHOOL YEAR

I understand that by signing this form I am rescinding my permission for random drug screening and no longer wish to participate in any extracurricular activity. I further understand that I am forfeiting my privilege to participate in athletics and/or extracurricular activities for the remainder of this school year.

I hereby rescind my consent to the administration of the drug screening and forfeit all participation in extracurricular activities for the remainder of the school year at the school district.

Student's Printed Name: _____

Signature: _____ Date: _____

Parent/Guardian's Printed Name: _____

Signature: _____ Date: _____



3057 Title IX Policy

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

1. Title IX Coordinator

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

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

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



limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

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

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

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

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance



is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

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

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

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

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

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

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent



because of his/her age or because of his/her temporary or permanent mental or physical incapacity

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

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

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

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

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

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



- 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.
 - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- 2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
 - 2.6.6.1. fear for his or her safety or the safety of others; or
 - 2.6.6.2. suffer substantial emotional distress.



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

3. Discrimination Not Involving Sexual Harassment.

3.1. General Prohibition. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

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

3.2.1. Treat one person differently from another in determining whether such person satisfies any



requirement or condition for the provision of such aid, benefit, or service;

- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

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

4. Response to Sexual Harassment

4.1. Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX



Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

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

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



- 4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.
- 4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.
5. **Grievance Process for Formal Complaints of Sexual Harassment.**
- 5.1. **General Requirements.**
- 5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.



- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.
- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
- 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
- 5.1.4.2.2. The scope of the district's education program or activity;
- 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and



- 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.



- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
- 5.2. **Notice of Allegations.**
- 5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
- 5.2.1.1. A copy of this policy.
- 5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination



regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

5.3. Dismissal of Formal Complaint.

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
- 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.
- 5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations



therein, if at any time during the investigation or hearing:

- 5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
 - 5.3.3.2. The respondent is no longer enrolled in or employed by the district; or
 - 5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.
- 5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

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

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



- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the



complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding



responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:
 - 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
 - 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;



- 5.7.2.3. Findings of fact supporting the determination;
 - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
 - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.
- 5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.
- 5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from



which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or



dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

5.8.3.6. Provide the written decision simultaneously to both parties.

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

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;



- 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
 - 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
 - 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
 - 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- 5.10. Recordkeeping.**
- 5.10.1. The district will maintain for a period of seven years records of:
 - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 - 5.10.1.2. Any appeal and the result therefrom;
 - 5.10.1.3. Any informal resolution and the result therefrom; and
 - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on



its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

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

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

7. Access to Classes and Schools.

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

- 7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities



during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.**

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

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

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

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

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

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

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



9. Certain Different Treatment on the Basis of Sex Permitted.

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

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

10.1. Specific Circumstances.

- 10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.
- 10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however,



that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.
12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).
13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.
14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.



**PARENT/GUARDIAN & STUDENT REVIEW
OF STUDENT HANDBOOK**

This is to verify that we, parent/guardian and student, have been made aware the 2021-2022 Student Handbook is accessible on the district website and we have reviewed the handbook, which includes the policies, rules and regulations of Shelton High School.

**printed handbooks are available in the high school office by request*

(PRINT Parent/Guardian Name)

(Parent/Guardian Signature)

(Date)

(PRINT Student Name)

(Student Signature)

(Date)



NOTICE OF DISCLOSURE OF STUDENT INFORMATION

Information to Military Recruiters

A parent/legal guardian must submit, in writing, their wishes to NOT have their student's information shared with military recruiters to the guidance counselor.

Student Pictures/Images

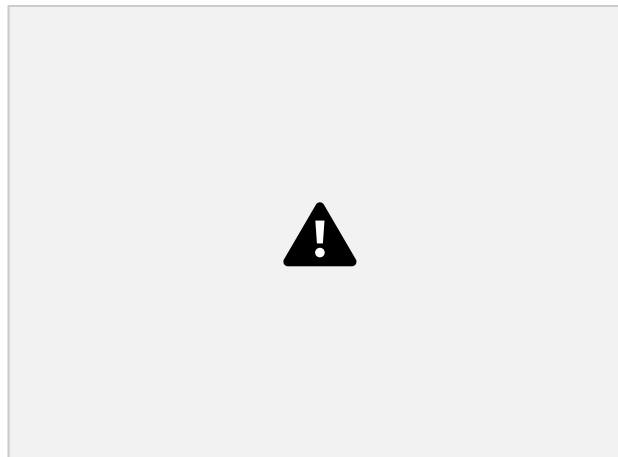
A parent/legal guardian must submit, in writing, their wishes to NOT have their student's picture/image used in any media to the high school principal.

After reading the handbook and the above notice, please sign this form and return it to the high school office by [August 20, 2021](#).



SHELTON PUBLIC SCHOOLS

Faculty Handbook



2021-2022

Mrs. Shanna Gannon, Superintendent

Mr. Jeff Kenton, Principal

Mrs. Jenette Meyer, Assistant Principal

Web Site: www.sheltonbulldogs.org

Becoming the best version of ourselves together

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SHELTON PUBLIC SCHOOL MISSION STATEMENT

The Mission of Shelton Public School is to prepare students to read comprehensively, write clearly and purposefully, compute mathematically, communicate effectively, and utilize information and technology to create solutions for the 21st century.

Our vision is to create an educational system that promotes the development of whole person (mind, body, soul), encourages students to be their very best, fosters relationships, self-discipline, and joy of learning, through a relevant and rigorous curriculum that emphasizes student practice and teacher feedback.

“BECOMING THE BEST VERSION OF OURSELVES, TOGETHER”

Current School Improvement Goals

Goal #1: All PK-12 students will improve in math number sense (number system, operation, computation, and estimation)

Goal #2: All PreK-12 students and staff will Be Safe, Be Respectful, and Be Responsible to continue to promote a positive school environment.

The accomplishment of this mission is dependent upon our commitment to these beliefs.

PHILOSOPHY

It is imperative that the staff of Shelton Public School believes that every child is capable of learning. Each child will reach their learning potential through the combined efforts of the school staff and the parents. Each child has the right to receive the best educational experience possible and it is our responsibility to ensure that such positive experiences take place.

It is, therefore, each teacher’s responsibility to provide experiences which both motivate and reinforce children for learning, provide a safe, orderly environment, create a climate for success, keep students on task, monitor our programs and student progress, provide a strong home-school relationship, and work together as a team. Ultimately, our success as educators will not be measured by how much we have taught, but by how well our students have learned.

BUILDING SECURITY

The Shelton community has been very generous in providing the facility and equipment we have to use. At the end of the day make sure that room doors are locked, and all lights are shut off. Coaches and activity sponsors are responsible for seeing that all doors are locked and all lights are turned off after everyone is gone. If you are in the building during non-school hours please make sure that the outside doors are locked while you are in the building and when you leave. At no time are you to give your keys to unauthorized personnel that results in an unsupervised entry of the building.

ABSENCES/STUDENT ATTENDANCE

- A. Excessive absenteeism is defined as more than ten absences per semester for each individual class period for any reason other than school-sponsored activities. Students participating in sanctioned school activities under the supervision of a school staff member will be considered present.
- B. A high school student who is absent more than ten times from any class in a semester will lose credit for that course unless the Principal determines that, due to the nature of the absences, credit shall be granted.
- C. All absences shall count towards the ten-day limit, with the following exceptions. Any absence due to school-sponsored activities will not count toward the ten-day limit. Also, any absence due to illness as long as a doctor's note is filed in the office stating such.
- D. The school will notify a student and their parent/guardian when the student has accumulated seven absences in a semester. A second notification to the parent/guardian will be made after ten absences. This will notify the parent/guardian of their child's loss of credit or possible reinstatement. In the event of extenuating circumstances, a student through his/her parents may make an appeal, first to an Absentee committee of three appointed by the principal, and request the loss of credit be waived. If the student and his/her parent/guardian are not satisfied with the results at this level, they may appeal the decision to the Board of Education and request the loss of the credit be waived. The Board of Education may or may not grant the waiver of credit.
- E. Any student that must miss a day of school must bring a note to the office signed by the parent/guardian, describing the reason the student was unable to be in school. Notes on future absences must be filed in the office at which time a make-up slip will be issued. The make-up slip must be turned into the office prior to the student being gone. Make-up slips given due to illness must be returned to the office two calendar days after the absence.
- F. Determination as to whether any absence is excused or unexcused shall be the principal's.
- G. Any student who has an unexcused absence shall receive a zero for the classes he/she missed. However, students will be allowed to make up work missed on unexcused absences. Grades on make up work will then be averaged with the zero for the missed class(es).
- H. When a 7-12 student accumulates four (4) tardies for any *one* class period it will be equivalent to a full absence for that class period (4 tardies = 1 absence, 8 tardies = 2 absences, etc.). This is in conjunction with "Article 4 - Attendance" in the student handbook.

FIRE AND TORNADO DRILLS-HIGH SCHOOL

Fire and tornado drills, at regular intervals, are required by law. It is imperative that everyone follows prescribed protocol, efficiently. Teachers will give emergency instruction at the beginning of the school year, and directions for leaving the room will be posted in each room.

FIRE DRILL PROTOCOL- HIGH SCHOOL

Proceed in single-file fashion, in an orderly way. All students are to clear the building by at least 30 feet. In the event of an actual fire and your assigned exit is blocked, go to the next nearest exit. All students re-enter by the same door they left.

Rooms- 8, 9, 10, 11, 12, 56, 57, and Library:

Go out NORTH main high school entrance **(A)** and proceed north past driveway.

Rooms- 13,14,15 &16:

Move west down the right side of the main hall and out the SOUTH door at the end of the corridor **(Q)**, then proceed west to the parking lot.

Rooms- 17, 18, 19, 20, and 21:

Go west down the left side of the main hall and out the NORTH door at the end of the corridor, **(Q)** then proceed west toward the parking lot.

Rooms- 22 ,23 &24:

Walk southeast down the right side of the main hall, proceed through the New Commons, out of southern exit **(P)** to refuge area near west parking lot.

Rooms- 29, and Fitness Rooms:

Utilize exits **L** and/or **M** to take refuge in area south of New Gym.

Rooms- 36, Shop and Old Gym:

Exit through south doors **(H)**, and move to refuge area south of shop.

TORNADO DRILL PROTOCOL- HIGH SCHOOL

1. Students should walk to designated area.
2. Students and teachers unable to reach their designated area quickly should proceed to another suitable area.
3. Do not remain in an area with a wide, free-span roof or glass.
4. Students and teachers should remain in the designated area until the signal is given that the drill or alert is over. This signal may come from the civil defense individual or administrator. An all-free bell might also be sounded.
5. Teachers should take along a classroom flashlight. Batteries should be periodically checked to ensure that they are in working order.
6. An alternating signal from the fire alarm will sound to indicate a tornado has been sighted and that all people in the building are to proceed to previously determined designated areas. Those areas are as follows:

Room 17 - Move to girls' restroom in Commons **(60)**.

Room 16 - Move to boys' restroom in Commons **(60)**.

Rooms 18-24 – Go to high school girls' locker room **(28)**.

Rooms 12-15 – Go to high school boys' locker room **(27)**.

People in the Shop/Industrial Arts room: Go to the finishing room in the shop.

People in the Gym: Boys move to boys' Locker Room **(27)**, and girls to the girls' Locker Room **(28)**.

** Should shelter need to be taken while students are **at lunch, high school students**/supervisor will proceed to the **high school locker rooms (27 and 28)** and the **elementary students**/supervisor will go to the **junior high/visitor locker rooms (29)**.

FIRE AND TORNADO DRILLS-ELEMENTARY

FIRE DRILL EXITS---EAST WING (ELEMENTARY)

Preschool and 5th Grade

Exit out the front entrance **(B)**. Everyone walks on the right side of the hallway.

Kindergarten, 1st and 2nd

Exit out the door leading to the north side of the playground **(F)**. Everyone walks on the left side of the hallway.

1st, 3rd and 4th

Exit out the door leading to the north side of the playground **(F)**. Walk on the right side of the hallway.

Resource and Title

Exit out the east door **(G)**.

OTHER AREAS OF THE BUILDING

Music/Band Room

Exit through the elementary corridor, out the door leading to the west side of the playground.

Physical Education (Little Gym)

Exit through the north gym doors.

Physical Education (Big Gym)

Exit through the south gym doors.

Kitchen

Exit through the kitchen door to the west.

Cafeteria

Exit through the west side of the cafeteria using both north and south doors.

TORNADO REGULATIONS

1. Students should walk to designated area.
2. Students and teachers unable to reach their designated area quickly should proceed to another suitable area.
3. Do not remain in an area with a wide, free-span roof or glass.
4. Students and teachers should remain in the designated area until the signal is given that the drill or alert is over. This signal may come from the civil defense individual or administrator. An all-free bell might also be sounded.
5. Teachers should take along a classroom flashlight. Batteries should be periodically checked to ensure that they are in working order.

An alternating signal from the fire alarm will sound to indicate a tornado has been sighted and that all people in the building are to proceed to previously determined designated areas. Those areas are as follows:

Kindergarten, First grade, Third grade and Fourth grade

Public Restrooms (60)-Girls (1st/4th grades) and Boys (Kindergarten and 3rd grade)

2nd grade, 6th grade, Resource, Speech/Lang

Elementary Gym locker rooms—2nd grade, Resource, Speech/Language go to the South room, 6th grade go to the North room.

Fifth grade and Preschool

Room 2 (computer lab)

Playground and Gymnasiums

Walk to the nearest designated safe area.

LOCKDOWN PROCEDURE

Listed below are the (two) intercom cues for school wide lockdown.

“Shelton Public School is in lockdown this is a drill.”

or

“Shelton Public School is in lockdown.”

Teachers should immediately lock their classroom door and turn off the classroom light. In an orderly fashion students should be instructed to move away from doors and windows and sit calmly and quietly until the lockdown drill or procedure is complete. Only use phones to report extra students. Teachers will be instructed to unlock their doors when they hear on the intercom that the drill or lockdown is completed. Teachers should instruct students that are out of their room when they hear the intercom cue to stay at their present location until a school official or law enforcement officer dismisses them from that location. If students are in an open area (commons, lunchroom, etc...) Go to the nearest office.

GRADING SCALE

Shelton Public Schools will use the grading system as follows and each teacher should define for students the grading procedures to be used in their classes.

A...100-93 (4.0) B...92-86 (3.0) C...85-78 (2.0) D...77-70 (1.0) F... 69-below

P.. A passing grade may be given by the teacher under special circumstances with administrative approval.

I... Incomplete - A student receiving an incomplete has three weeks past the previous grading period to complete the work. If this is not done, the student will receive a failing grade in that class for the quarter.

GRADUATION REQUIREMENTS

Graduation from Shelton Public Schools will be made on the recommendation of the high school principal provided the student has met the requirements set forth by the local school board. A student must have completed course work in grades nine through twelve including the specific requirements of:

Graduation Requirements

ENGLISH..... 40 Credit hours

These courses count toward English graduation credit: English 9 for Freshman, English 10 for Sophomores, English 11, Honors English 11 for Juniors, English 12, Honors English 12 for Seniors.

SOCIAL STUDIES.....40 Credit hours

These courses count toward Social Studies graduation credit: World Geography, and World History, American Government for Seniors, American History for Juniors.

MATH30 Credit hours

These courses count toward Math graduation credit: Personal Finance is required for Seniors, Trigonometry, Geometry, Algebra I and II, (other special education Math courses taken in High School)

SCIENCE..... 30 Credit hours

These courses count toward Science graduation credit: Physical Science and Biology are required, Advanced Biology, Chemistry I and II, Physics, (1 from: Intro to Ag Science or Animal Biology)

SPEECH..... 5 Credit hours

Speech is required.

PHYSICAL EDUCATION..... 10 Credit hours

FOREIGN LANGUAGE.....	10 Credit hours
HUMANITIES.....	10 Credit hours
(Band, Chorus, Art)	
VOCATIONAL EDUCATION.....	15 Credit hours
Computers 9 is Required.	
TOTAL.....	255 Credit hours

INTERNET USAGE

POLICY 7030: STAFF INTERNET AND COMPUTER USE

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district’s faculty and staff.

I. Staff Expectations in Use of the Internet

A. Acceptable Use

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents and patrons.
3. Staff may use the Internet in any other way, which serves a legitimate educational purpose.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

B. Unacceptable Use

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.
3. Staff shall not use chat rooms or instant messaging.
4. Staff shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems, such as, but not limited to, Aimster and Freenet.
5. The only political advocacy allowed by staff shall be lobbying via e-mail on educational-related issues. Before engaging in this sort of activity, staff must obtain the consent of the superintendent or designee.
6. Staff shall not publish web pages without the written approval of the administration. Any web page published by staff members must be linked to the district's web site. Staff is cautioned that publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. They must obtain the written consent of the superintendent or designee prior to posting any student-related information on the Internet.
7. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

II. Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, and these are subject to search and inspection at any time.

A. Methods of Enforcement

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.

3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

B. Any violation of school policy and rules may result in that staff member facing:

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate
2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

TEACHER LEAVE POLICY

Teacher leave policy will be determined by the negotiated agreement.

MEETINGS

All class, student council, or club meetings should take place before school, during the noon hour, or after school. Exceptions will be made if unusual circumstances arise. If meetings are going to be held during study hall periods, it should be approved by the principal.

PEP RALLIES

Pep rallies will be scheduled at the beginning of the sports season by the spirit squad sponsor(s). Extra pep rallies will be scheduled if deemed necessary by the administration and spirit squad sponsor.

PROFESSIONAL GROWTH POLICY

In accord with Section 79-12, 107, et. seq. of Nebraska Statute LB259, all tenured permanent certified employees beginning September, 1982, shall be required during each six-year period to give evidence of professional growth as outlined in this policy. Failure to give evidence of professional growth constitutes just cause for termination of employment as defined by section 79-12,107, et. seq. of Nebraska Law 259.

The Shelton Board of Education recognizes the importance of professional growth and staff development and shall continue to encourage the growth and development of the college credit stated in 79-12, 113.

Professional growth activities shall be aside from and over and above activities required by all staff personnel in fulfillment of contractual obligations.

A total of twenty-four points must be earned over any applicable six-year period. A minimum of twelve points must be obtained through formal class work.

I. Formal Class work

a. College Credit-four points/credit hour. Documentation required. Undergraduate credit must be applicable to the classroom.

II. Professional meetings or workshops - one point/half day.

a. Curriculum conferences, clinics, or special activities sponsored by NSEA, NCSA or NDE which are instructional in nature.

b. Workshops that are generally curriculum or classroom oriented. Evidence of participation will be required (ideally with materials or skills that can be utilized in the classroom)

III. Curriculum Development-one point/half day (minimum 3 1/2 hours)

Must be for the Shelton School curriculum and under the direction of the principal to qualify, payment for work done is prohibited and work is to be done outside of school hours.

APPLICATION FOR APPROVAL OF PROFESSIONAL GROWTH POINTS

Prior to any professional growth activity for which growth points are sought, the employee shall make application to his/her designated administrative supervisor on a Professional Growth Activity form provided by the Superintendent's office. The application will be reviewed and approved or rejected in writing within three days of its receipt with a copy placed in the personnel folder. After the Professional Growth Activity has been completed and follow-up requirements met, if any, the respective administrator shall indicate points earned, the forms shall be signed by both the employee and administrator and placed in the personnel folder of the employee.

APPEAL PROCESS

Should the employee not agree with the respective administrator's decision regarding the application for growth credit, he/she may appeal to a committee of three made up of a school administrator not involved in the initial review of the application and an elementary and secondary teacher both appointed by the S.E.A. Their decision will be returned to the original administrator

for review a second time. The Board of Education as a whole shall serve as the final appeal body in the event the employee is still dissatisfied with the administrator's decision.

ABSENCES FROM SCHOOL

Any activity requiring absence from school during a school contract day shall be governed by the negotiated agreement.

STAFF CONDUCT

Responsibility for acceptable conduct and dress will rest primarily with the employee. However, in cases the administrative superior may require acceptable conduct and/or dress on the part of the employee.

The Board expects teachers to enforce a standard of personal conduct in the school buildings and at school related functions which shall be above reproach and which shall contribute to a high level of morale in the school and a wholesome school reputation.

Employees of the Shelton School District are expected to be neatly attired and groomed while discharging their responsibilities to the district. Grooming and attire shall not affront community tastes and standards.

Staff conduct away from the school scene, if it affects by reputation the effectiveness of the employee to relate to parents or students, may be cause for appropriate disciplinary action.

PROFESSIONAL TIME SCHEDULES

The working day for teachers is generally 7:45 a.m. to 3:45 p.m. with one-half hour provided each teacher for a duty-free lunch hour. (legal ref. 79-547)

On Friday the duty time will be 7:45 a.m. and until 3:35 p.m.

All teachers are expected to conduct themselves in a professional manner in the maintenance of their schedules. Participation in curriculum development activities, voluntary and assigned supervision of student activities outside of the regularly scheduled school day, consultation with parents and students, planning and preparation and other such duties as assigned are expected to be a legitimate part of the role of a certified staff member in the Shelton School District.

The administration reserves the right to set duty hours for pre and post-school work days.

STAFF ETHICS

An effective education program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, all employees of the Shelton

School District are expected to maintain high standards in their school relationships. These standards include the following:

1. The maintenance of just and courteous professional relationships with pupils, parents, staff members and others.
2. The maintenance of their own efficiency and knowledge of the developments in their fields of work and specialization.
3. The transaction of all school business with the properly designated authorities of the school system.
4. The establishment of friendly and intelligent cooperation between the community and the school system.
5. The placement of welfare of children is the first concern of the school district, thus endorsing the position that all hiring and promotion must be based solely on characteristics of merit.
6. Restraint from using school contacts and privileges to promote partisan politics, sectarian and religious use of selfish positions of any kind.
7. Directing any criticism toward other staff members or of any other department of the school district toward the improvement of the school system. Such constructive criticism is to be made directly to the school administrator who has the administrative responsibility for approving the situation and then to the superintendent as appropriate.
8. The proper use and protection of all school properties, equipment and materials.

The acceptance of a position in the Shelton Public School will be regarded as a contract and a pledge to follow all the directions and regulations of the Board, Superintendent and appropriate supervisor. When any willful neglect of such rules shall be manifested by any staff member it shall be considered sufficient cause to declare that position vacant and recommendation of termination will be made to the Board of Education.

POSITIVE PARENT COMMUNICATION

Every child's parent should hear from you frequently. This can be in the form of positive notes sent home, phone calls, texts, emails, awards, and the monthly newsletter. It is important to keep each student's parents updated on their child's progress in class on a regular basis.

SUPERVISION

As teachers we have both a legal liability and a moral responsibility to actively supervise students, both in and out of the classroom. In order to do this teachers are to be in their classrooms by no

later than 7:50 a.m. in the morning. Teachers are to remain in their teaching area until at least 3:35 p.m. As a teacher, you are not to leave a class unattended unless there is an emergency situation.

If you must leave a class, notify the office via the intercom. Coaches and activity sponsors are to remain in the building until all students have left.

MAINTENANCE/REPAIRS

During the course of a school year, there will be certain equipment failures and on-going maintenance that is necessary. When you find an item or area that requires a custodian's attention, inform him of the problem so it can be handled. If not handled in 5 school days, report this to the Superintendent.

USE OF SCHOOL VEHICLES

School vehicles will be used primarily for the following purposes:

- * School-sponsored small-group activities
- * Transportation for trips requested by the school
- * Meetings that require teachers/coaches to be in attendance

Requests are to be made to the principal. After the request has been granted, the person making the request must reserve use of the vehicle in the principal's office and pick up the appropriate keys.

When returning from an event, lock all doors, turn off the headlights, and return the key to the principal's office.

Report any accidents or damage observed immediately to the principal's office.

SCHOOL ACTIVITY TRANSPORTATION

School owned or leased vehicles are to be used for any type of school related or school sponsored activity. Personal vehicles may be used with appropriate mileage compensation, but only with the superintendent's approval. Mileage will not be paid for a school related activity if school transportation is available.

USE OF SCHOOL EQUIPMENT AND SUPPLIES

Equipment and supplies provided by the district are to be used only for school related business. Use of school equipment and supplies for personal use is not permitted unless approved prior by the administration.

PURCHASE ORDERS/BUDGETS

All discipline, activity and sports areas have specific budgets allocated by the Board of Education. If a teacher, sponsor or coach wishes to purchase something he/she must get a purchase order from the Superintendent's secretary with the appropriate budget number on it. The purchase order should then be filled out with the name and address of the company, the name and number of the item sought, and the per unit and total price. Before being sent, the purchase order must be signed by your respective Principal and the Superintendent. Any purchases made without the use of purchase orders will not be paid for with district funds.

The white copy will be mailed and the yellow copy will be filed with the Superintendent's secretary. If a salesman has his own sales forms, then a Shelton School Purchase Order form is not needed. The salesman's form must have a purchase order number and be signed by the Superintendent.

Anyone ordering materials or equipment without going through the above steps will be financially and professionally responsible for items ordered and received.

CHARGING SUPPLIES OR MATERIALS

All charges including credit card charges are to be approved by the Superintendent. If frequent charges are made, then other arrangements should be discussed with the Superintendent. When charging, sign an itemized sales receipt and be sure to return a copy of it to the Superintendent's office.

If you are unable to charge something, pay for it yourself and turn in a sales receipt to the Superintendent's office. If the receipt is for \$10.00 or less, it will be paid for out of petty cash.

ACCIDENT REPORTS

Whenever a student is hurt at school or on a school sponsored activity under the supervision of a teacher, that teacher must fill out an accident report and file it in the principal's office. This is for your protection in case the information is needed at a later date. It also serves as a record for the school.

DOWN LIST/ELIGIBILITY

Teachers will have their grades prepared each Monday no later than noon. The down list will be distributed to teachers Monday afternoon along with contacting the necessary students and parents/guardians. A person who is on the down list will attend study hall and will work on homework assignments.

A student will be considered ineligible or "down" if he/she has at least 2 "F's" in any classes for two consecutive weeks. The first of those two weeks will be considered a warning week. Students will be eligible to participate during their warning week, but any week(s) directly subsequent to the

warning week will result in ineligibility for that calendar week. Grade averages are based on the student's cumulative average for the semester

A student must be in school at least the afternoon periods (5/6, 7,8 & 9) to be eligible to participate in activities after school hours on that date, unless excused by the principal.

A student must have passed at least 20 hours, from the previous semester, in order to be eligible for extracurricular activities for the semester. Any student who has not met the above requirement will be ineligible to participate in extracurricular activities.

ELEMENTARY RULES

Elementary Playground Rules:

1. The supervisor on duty has complete authority. Disrespectful actions will not be accepted.
2. Tackle football is not allowed.
3. Use the playground equipment correctly and carefully:
 1. Sit on the slides and come down feet first
 2. One student at a time should come down the slides
 3. One student per swing
 4. Swings should only go forward and back, no twisting
 5. Jumping off of any equipment is not allowed
 6. Jump ropes are not to be tied and gravel is to remain on the ground
 7. Chasing games are not allowed on or around the equipment or swings
 8. Go one direction on the hanging bars and spiral bars
4. No playing in or behind the trees. The supervisor on duty must give permission for a student to retrieve a ball from that area.
5. No kicking of snow or snowball throwing.
6. Immediately notify the teacher on duty if another student gets hurt.
7. Appropriate clothing is required for colder weather. Boots are required to leave the blacktop and play in the snow if it is snowy and/or muddy. Shoes and boots must be clean before entering the school. **During cold weather students will not be taken outside for playground break. This is at the discretion of the principal.
8. When the supervisor blows the whistle, recess is over. Students should line up in an orderly and quiet manner.
9. Balls are not to be kicked close to the school building.
10. No balls, jump ropes, etc...should be left on the playground.

**If you need to request that your child remain indoors, a written note is required stating the reason and the length of time necessary. For periods exceeding three days, a doctor's statement is required.

Rules of Conduct on School Property, in School Vehicles, and on School-Sponsored Trips:

1. Be respectful

2. Follow all posted rules and procedures
3. Follow the directions given by the supervising adult(s)
4. Act in a safe and responsible manner
5. No profanity
6. No fighting, bullying, harassment, or horseplay of any kind
7. No drugs, alcohol, tobacco, or any other harmful substances
8. No weapons, look-a-like weapons, hazardous materials, nuisance items or animals
9. Speak at the appropriate volume
10. Clean up after yourself
11. Food & Drink Rules

a. School: Food is to be restricted to the cafeteria only. Food may be eaten in class for special occasions with administrative approval. Any exceptions may be made only with administrative approval.

Water is allowed in the school in a clear/transparent plastic bottle. Flavored water is acceptable. No carbonated drinks/or sports drinks will be allowed.

b. School Vehicles: No food or drink without approval of the supervising adult(s).

Consequences

Staff members/supervising adults must promptly report all student misconduct to the administration. These reports may be oral or written. Students who violate the Rules for Conduct will be referred to their building principal for discipline. Disciplinary consequences may include:

- 1) Note home to parents
- 2) Suspension of privileges
- 3) Exclusion from extracurricular activities

- 4) In-school suspension
- 5) Short term or long term suspension from school
- 6) Expulsion

These consequences are not progressive, and school officials have discretion to impose any listed punishment they deem appropriate, in accordance with state and federal law and board policy.

Records

Records of school bus misconduct will be forwarded to the appropriate building principal and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be forwarded to law enforcement. Records may also be maintained in the transportation office.

Bad Weather

When school must be closed due to bad weather or other emergencies, announcements will be made by radio and television stations in Kearney and Grand Island. **Also, Cornerstone Bank of Shelton has provided the opportunity for parents and community members to receive messages posted by the school via telephone and email, including school cancellations. Parents are encouraged to utilize this as a source of information and can contact the school for more information on signing up for this free service.** Please do not call the school.

Elementary students must have an emergency dismissal form on file. This form will be sent home at the beginning of the year and will let the staff know where to send your child in case school is dismissed early.

TEACHER EVALUATION POLICY

TEACHER EVALUATION

The primary purpose of the teacher evaluation system is to improve and enhance classroom instructional practices. Information gained during the teacher evaluation process should be used to enhance individual teacher strengths and to assist the teacher in professional growth. The teacher

evaluation system should also provide a basis for making decisions about the retention, transfer, or dismissal of staff members.

Rationale:

1. Nationally, less than one-third of the teachers rate their supervisory service as high.
2. It is not necessary to provide clinical supervision or the traditional evaluation to all teachers.
3. Teachers have different growth needs and learning styles.

Goals of the Evaluation System:

1. To improve student performance.
2. To stimulate professional growth in teachers.
3. To identify characteristics and qualities of excellent teaching.
4. To improve teaching techniques and teacher abilities.
5. To build upon the interest, abilities, and special skills of teachers.
6. To identify high expectations for teachers and students.
7. To make decisions about retention and dismissal of staff.

PROCEDURES FOR TEACHER EVALUATION

1. Teachers will be evaluated on criteria which includes The Nebraska Performance Framework for Teachers. the essential teaching skills and the essential professional skills. Formal and informal observations may be announced or unannounced.
2. All certificated teachers on permanent status shall be formally observed one time every three years. All certificated teachers on probationary status shall be formally observed at least one time per semester. The classroom observation shall be one entire instructional period.
3. The evaluation process shall be a continuous, ongoing appraisal of one's work performance. The total teacher appraisal shall consist of formal evaluations, formal observations, informal walkthroughs and varied instances in which personal contact occurs between the evaluator and the staff member.
4. The supervisor will perform additional observations when aid in improving instruction is needed. Teachers should feel free to request observations when they could gain from feedback on specific students, methods, etc.
5. The observation may include videotaping, student surveys or requesting the assistance of a peer.
6. The formal observation will be followed by a post-conference which shall be held within five working days of the observation. Notes taken during the observation will be prepared in written

form, shared with the teacher during the post-conference, signed by both the supervisor and the teacher and placed in the teacher's personnel file. The teacher's signature on the post-conference form means that the teacher has seen the written report. It does not mean that the teacher must agree with the contents of the report. The report is filed in the teacher's personnel file and a copy is given to the teacher. Additional teacher comments may be written and attached to this form within five days.

7. If needed, the report shall include the Teacher Improvement Plan, which specifies the standard not met, strategies for improvement and which also provides an adequate time line for the teacher to implement the specific suggestions for improvement. In cases where teacher performance on specified criteria is unsatisfactory, evaluation information may be used for termination.

8. The evaluator shall possess a valid Nebraska Administrative Certificate from the Nebraska Department of Education and shall be trained to use the evaluation system used by the district. The school district shall see to it that the evaluator is encouraged to attend workshops, seminars, meetings, etc. to keep abreast of the latest trends pertaining to staff appraisal.

9. At the beginning of each school year, teachers shall be provided a written explanation of the district's evaluation system and the procedures to be followed.

TEACHER IMPROVEMENT PLAN SUMMARY

Teacher: _____ Administrator: _____ Date: _____

Areas A-D are to be completed by administrator; Area E by the teacher.

A. Specific school standard which was not met:

B. Describe briefly what was observed or other circumstances:

C. Strategies for improvement:

D. Time frame for correcting deficiency:

E. Teacher response to above:

Improvement Plan Evaluation is on the reverse side. Failure to meet the standard will result in a recommendation for contract non-renewal.

Teacher Signature: _____ Administrator Signature: _____

Signature does not indicate agreement, but that this document was discussed.

TEACHER IMPROVEMENT PLAN SUMMARY EVALUATION

Teacher: _____ Administrator: _____ Date: _____

1. What did you complete?

2. What did administrator do to provide assistance?

3. Rate performance of teacher:

___ Problem resolved

___ Extend target date (list date)

___ Standard not met

(Contract non-renewal will be recommended)

Teacher Signature: _____ Administrator Signature: _____

Signature does not indicate agreement, but that this document was discussed.

STUDENT DRESS CODE

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.

- (1) Student Appearance: Students at Shelton Public Schools 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. 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:
- a. Clothing that shows an inappropriate amount of bare skin or underwear (muscle shirts, midriffs, spaghetti straps, sagging pants) 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.
 - i. Tank tops must entirely cover undergarments and straps of undergarments
 - ii. Tops with low necklines that reveal cleavage are not appropriate
 - iii. Cutoff shirts with enlarged arm holes are not appropriate
 - b. Short shorts, short skirts, or short skorts will not be permitted.
 - i. pockets are not to be revealed below the bottom of the shorts
 - ii. Clothing of which the body is excessively revealed due to length, size, or holes/cuts/tears is not permitted
 - iii. Administrator discretion will be used
 - c. Pajama Pants and/or slippers (Traditional Sleepwear)
 - d. Blankets and other wraps are not to be worn as clothing in school
 - e. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.

- f. 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).
- g. Head wear including hats, caps, bandannas, scarves, and hoods
- h. Clothing or jewelry which exhibits nudity makes sexual references or carries lewd, indecent, or vulgar double.
- i. 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 a 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 a Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in a Principal’s office.

*Students in violation of the dress code are subject to consequences.

4051 Staff and District Social Media Use

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district’s policy on Staff Computer and Internet Usage.

I. Personal Versus School-Affiliated Social Media Use

A. Personal Social Media Use

- 1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.

2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.

3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.

4. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

B. School-Affiliated Social Media Use

1. Any social media account which purports to be "the official" account of the school district (e.g., "Bulldog Wrestling"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district's business purpose. Staff members may not use "official" accounts for personal use.

2. Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts.

3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.

4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

II. Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use

A. General Use and Conditions

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's supervising administrator.

B. Acceptable Use

1. Staff may use social media for instructional purposes.
2. Staff may use social media for school-related communication with fellow educators, students, parents, and patrons.
3. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter.

C. Unacceptable Use

1. Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

III. School-Affiliated Digital Content

A. General Use and Conditions for School-Affiliated Accounts

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content which identifies the school district by name in the account name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

B. Moderation of Third Party Content

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, or appeals to prurient interests;
2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains threatening, harassing, or discriminatory words or phrases;
4. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
5. Contains any other threat to the safety of students and staff.

Every account administrator must keep a copy of any removed content and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

3057
Title IX Policy

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

1. Title IX Coordinator

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

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

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this

paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

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

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

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

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

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

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
- 2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
 - 2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
 - 2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - 2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- 2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.
 - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or

family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

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

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

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

4. Response to Sexual Harassment

4.1. Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably

practicable, but in no case later than the end of the following school day.

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

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

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

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

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

5.1. **General Requirements.**

- 5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
 - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

- 5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
- 5.2.1.1. A copy of this policy.
 - 5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known

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

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

5.3. **Dismissal of Formal Complaint.**

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a format complaint if the conduct alleged in the formal complaint:
- 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.

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

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

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

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

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

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

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

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

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

- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation

that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

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

5.7. Determination Regarding Responsibility

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

- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:
- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
 - 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 5.7.2.3. Findings of fact supporting the determination;
 - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
 - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

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

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

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

5.8.3. As to all appeals, the district will:

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

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

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

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

grievance process with respect to the formal complaint; and

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

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

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

5.10. Recordkeeping.

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

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

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

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

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document

the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

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

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

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

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

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

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

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

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

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

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

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

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be

permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. Specific Circumstances.

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

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

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

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

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

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

Student Handbook Change Abstract 21-22

	We will be combining both the elementary and high school handbook into one handbook.
Page 4	<p>Update Shelton Board of Education Members Update new staff</p>
Page 5	<p>Update to reflect current school improvement goals</p> <p>Goal #1: All PK-12 students will improve in math number sense (number system, operation, computation, and estimation)</p> <p>Goal #2: All PreK-12 students and staff will Be Safe, Be Respectful, and Be Responsible to continue to promote a positive school environment.</p>
Page 6	<p>Change Article 2 - School Day to reflect the new schedule</p> <p>1 8:00-8:50 2 8:53-9:43 3 9:46-10:36 4 10:39-11:29 5 11:32-12:22 JH Lunch 11:29-11:59 6 12:02-12:52 HS Lunch 12:22-12:52 7 12:55-1:45 8 1:48-2:38 9 2:41-3:33</p>
Page 6	<p>Academic Assistance Period 3:30—4:00</p> <p>Academic Assistance Period is available for students that are struggling or falling behind in their academics at Shelton Public School, students can be assigned to 10th period either by the High School Principal or their classroom instructors. Students that utilize school transportation will be given the opportunity to report the following school day if other transportation cannot be arranged. Students MUST attend AAP before they attend practices for school activities. If a student attends AAP each day, he/she will be given two weeks or until the end of the unit (whichever comes first) to complete and submit the assignment for two letter grade deduction. If a student does not attend AAP in either of the next two sessions immediately following the referral, the assignment will be entered as a “0.”</p> <p>Academic Assistance Period 3:33-4:33</p> <p>Academic Assistance Period is available for students that are struggling or falling behind in their academics at Shelton Public School, students can be assigned to AAP either by the High School Principal or their classroom instructors. Students that utilize school transportation will be given the opportunity to report the following school day if other transportation cannot be arranged. Students MUST attend AAP before they attend practices for school activities. Students are required to attend AAP when they are failing one or more classes. Students will be required to attend AAP until they are passing all of their classes.</p>

Student Handbook Change Abstract 21-22

<p>Page 16</p>	<p>Section 12 — Bulldog Prep</p> <p>Bulldog Prep is a class period during the day when students have dedicated time to read, organize, plan, and work on schoolwork. Bulldog prep will be graded, based on the student's performance in the aforementioned areas. This grade will affect honor roll, but will not be calculated into cumulative GPA. Each passed semester of Bulldog Prep will be worth 1 credit.</p>
<p>Page 15</p>	<p>Student Rewards</p> <p>1. At the end of each 9 weeks:</p> <p>* If you were on the 'A' Honor Roll or A/B Honor Roll, you earn a half-day out of school (so if you were on one of these two Honor Rolls for two quarters, at semester you would have earned a full day out of school, and if you stayed on these Honor Rolls for two or more quarters, then at the end of the second semester, you would have earned 2 full days out of school)</p> <p>* If you were on the A/B Honor Roll, in order to earn a half-day, you must be on the A/B Honor Roll on at least 2 occasions during the school year.</p> <p>2. Achievement Tests</p> <p>* Any time you take the Achievement Test and score in the 90th percentile or higher, you earn a full day out of school</p> <p>*</p> <p>3. “Hard Worker Award</p> <p>* Can only be awarded a Hard-Worker award if a student is NOT on an honor roll at any time in the previous 3 semesters.</p> <p>* If the teacher gives a Non-Honor Roll student a “Hard Worker Award” three times in a quarter, that student earns a full day out of school (This is for the struggling student that tries and tries and gives effort, but is not on the 'A' Honor Roll, Honor Roll of Excellence, or the Honor Roll of Achievement)</p> <p>Tries Hard Criteria might include:</p> <ul style="list-style-type: none">● Completes assignments by due dates● Participates in class● Seeks out help when needed● Makes up missing assignments in a timely manner

Student Handbook Change Abstract 21-22

	4. The Principal or Attendance officer reserves the right to refuse any honor day due to an overage of absences throughout the school year. If the student misses more than the allotted amount of 5 days per semester, that said student will forgo his/her eligibility to use an honor day.

**Please note, page numbers could need to be adjusted after edits*

Shelton Public Schools

Return To School Plan

The purpose of this document is to outline the protocols Shelton Public Schools will follow for in-person learning in the 2021-22 school year. The return to school protocols were created to create a safe and predictable environment that can be used by parents, students, staff, and community during the COVID-19 pandemic. The district realizes that COVID-19 is unpredictable and as a result, these protocols may need to be modified as needed to ensure the safety of all staff, students, and patrons.

Participants in the focus group used to develop the 2019-2020 Return to School Plan include:

Megan Schnerigner- School Psychologist
Matt Walter- K-12 PE/7-12 History
Ryan Province- 7-12 Business/Athletic Director
Seth Jensen- Head Custodian/ Transportation
Tabitha Burmood- Guidance Counselor
Jeanne Pope- Technology and Assessment Coordinator
Jackie Cornelius- School Nurse
Joni Thornburg- Elementary Teacher
Sue Bombeck- Head of Nutrition Services
Sandy Sutton- Office Manager
Jeff Kenton- K-12 Principal
Jenette Meyer- K-12 Assistant Principal

Maintaining Health and Safety

Mitigation strategies listed below are required in the District's plan. By checking the box before each time, Shelton agrees to include information in the plan to address the components listed below:

- ✓ Universal and correct wearing of masks
- ✓ Modifying facilities to allow for physical distancing (e.g., including using of cohorts/podding)
- ✓ Handwashing and respiratory etiquette
- ✓ Cleaning and maintaining healthy facilities, including improving ventilation
- ✓ Contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments
- ✓ Diagnostic and screening tests
- ✓ Efforts to provide vaccinations to school communities
- ✓ Appropriate accommodations for children with disabilities with respect to health and safety policies
- ✓ Coordination with state and local health officials. Including the needs for support and technical assistance to implement strategies consistent to the greatest extent possible, with relevant CDC guidance.

Universal and Correct Wearing of Masks

- Green, yellow, and red will be based on Two Rivers Public Health Department's risk dial.

In the green zone, students and staff are not required to wear masks but may do so if they choose.	In the yellow zone, students and staff will be encouraged to wear masks, but not required.	In the red zone, students and staff will be required to wear masks at all times in school and at school activities unless participating in a sporting event.
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Modifying Facilities to Allow For Physical Distancing

Students will not be cohorted or socially distanced unless there is a significant increase of COVID-19 cases in our area.

In the green zone, students and staff will not be required to socially distance.	In the yellow zone, students and staff will be encouraged to maintain social distance when eating food, singing, or while not wearing masks.	In the red zone, students and staff will be encouraged to maintain social distance when eating food or singing if unmasked.
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Handwashing and Respiratory Etiquette


In the green zone, students and staff will be encouraged to frequently wash/sanitize hands. Hand sanitizer will be available in all classrooms and common areas.	In the yellow zone, students and staff will be encouraged to frequently wash/sanitize hands. Hand sanitizer will be available in all classrooms, common areas, and as students enter the building.	In the red zone, students and staff will be encouraged to frequently wash/sanitize hands. Hand sanitizer will be available in all classrooms, common areas, and as students enter the building.
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Cleaning and Maintaining Healthy Facilities

In the green zone, students and staff will have access to disinfectant spray in the classroom to clean and sanitize classroom furniture and materials as needed.	In the yellow zone, staff and students will disinfect desks and other high touch surfaces between classes. Custodians will spray classrooms with the disinfectant sprayer daily.	In the red zone, staff and students will disinfect desks and other high touch surfaces between classes. Custodians will spray classrooms with the disinfectant sprayer daily.
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Contact Tracing And Quarantine

Shelton Public Schools will work with local health departments to assist with contact tracing as needed. Students and staff testing positive for COVID-19 will use the following protocol:

Quarantine										Return to School
Day 1 First day of experiencing symptoms	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10 Fever free without fever reducing medications	Day 11 

Diagnostic and Screening Testing

Shelton Public Schools will not provide or conduct testing for COVID-19.

Appropriate Accommodations For Children With Disabilities

Students' IEP teams will determine appropriate accommodations for students with disabilities and communicate those to the students' educational team as appropriate.

Efforts To Provide Vaccinations to School Communities

Shelton will work with local health departments to provide a location for health departments to administer COVID-19 vaccinations as well as use district communication platforms to share information regarding vaccine clinics to the school community. Students and staff will not be required to be vaccinated.

Coordination With State and Local Health Officials

Shelton Public Schools will work in cooperation with state and local health officials. The superintendent will attend webinars put on by the Governor, Education Commissioner, and Two Rivers Health Department to stay abreast of current information.

Ensuring Continuity of Services

Shelton will ensure continuity of services by providing in person instruction. The school calendar will continue to serve as a guide to indicate when school is in session. Students will be expected to attend school in-person on the days when school is in session unless they are home due to illness.

In addition, Shelton has purchased high quality instructional materials that offer virtual access for students who need to learn from home at any point during the school year. These high quality instructional materials also provide opportunities for acceleration to support students who may have gaps in their knowledge. All students will have equitable access to rigorous grade level content.

Beginning in the fall of the 2021-22 school year, 7th graders will complete a study skills course that not only supports their transition to secondary education, but also teaches them important skills for both in-person and virtual learning. The purpose of this course is to give students the necessary skills to be well organized, prepared to ask questions in class, study in effective ways, and have ownership of their progress and learning.

Students' health needs will be met by offering all students a free grab and go breakfast every morning, free lunches throughout the school year, as well as free meals offered during the summer months. In addition, students will receive guidance counseling services that support stress and anxiety management on a weekly basis by the school guidance counselor.

Staff emotional and mental health needs will be met through the district Employee Assistance Program (EAP), which offers up to five free sessions of various mental health services. Staff may access these services as needed throughout the year. Some of the services offered include counseling, stress and anxiety management, and holistic wellness services.

Public Comment Requirements

In July of 2021, a parent survey will be conducted to gather input on the return to school plan. The feedback to the survey will be used to make adjustments to the return to school plan as needed. Both the survey and any revisions to the back to school program will be documented and will be retained for future reference.

Uniform Format

Shelton ensures this plan is in an understandable and uniform format by using the template provided by the Nebraska Department of Education. This plan will be posted on the website in both English and Spanish to ensure that it is easy for all parents and students to access. Any parent who wishes to have the plan explained to them verbally may schedule a meeting with district administrators and a translator will be provided if needed.

Timestamp	Email Address	First and Last Name	Physical Address
#####	hhorak@sheltonbulldogs.o	Hannah Horak	NE 68876
#####	akropp@sheltonbulldogs.o	Alie Kropp	53165 39th Road
#####	mpotter@sheltonbulldogs.c	Misti Potter	15 S HIGHWAY 10 Gibbon
#####		Jaime Reilly	709 D St Shelton NE 68870
#####		Alisia Hopkins	520 C street Shelton, NE
#####		Big Bird	123 Sesame street
#####		Marla Cure	310 PHELPS ST
#####		Janelle Gegg	210 9th ST
7/1/2021 7:52:16		Amy Nutter	Ne 68876
7/1/2021 10:16:46		Mike Terry	319 B street
7/1/2021 18:17:36		Kent Ropers	506 4th Ave. Axtell
7/6/2021 11:17:35		Angela Warner	57300 115th Rd Shelton, N
7/6/2021 12:06:37		Courtney Widup	10089 N Denman Ave Ken
7/7/2021 19:07:20		Amber Wright	511 D street

Strengths of the plan
masks in green and yellow zones.
mask procedures and quarantine time.
of a study skills class for 7th graders.
Keeping the kids in school
being forced into modern day slavery. Taking their

All concerns addressed.
person, regular cleaning and safety practices will

Ok
Compressive
have flexibility should the need arise.
situation calls for it.
Basic format

Recommendations for improvement

Are we offering free "grab and go" breakfast or just free breakfast?

year, I believe that the vast majority of our staff felt that our mental health and well breakfast as well. Is this meaning all students will have access to free breakfast or

distancing. Let them be children. Let them play with their friends, sit with friends at

yellow, shouldn't there be social distancing for all classroom activity, not just

None

Please drop the mask policy.

We should clean and be proactive to germs all the time, not just for COVID.

students

tests positive. Would our child need to isolate? If so, how many days? I

Na

Comments

health, I personally used all of mine - I would have used more if I had them. I

Thank you for allowing open feedback on this document.

wearing the masks and having to social distance from their friends. The
with it.

Appreciate the extra help given the 7th graders to transition
quarantine if one member tests positive?

None

Don't require vaccinations for students please.

Let's get back to normal

and transitioning back to the classroom. Chiefly, in returning to an in person

Thank you for keeping our children's' health and safety a priority!

Na

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g
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org

**POLICY 2002: ORGANIZATION OF THE BOARD, BOARD OFFICERS,
CHECK SIGNING, AND COMMITTEES**

1. Membership, Term and Election
 - a. The Board of Education shall be comprised of six members who will be elected at large.
 - b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.
2. Internal Organization and Officers
 - a. President
 - i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
 - ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.
 - b. Vice President
 - i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
 - ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.
 - c. Secretary
 - i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
 - ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. At the regular January meeting, the board shall elect, employ, or appoint a treasurer who need not be a member of the board if permitted by law. The treasurer shall service in that capacity for one year, unless the board designates a longer term for the treasurer.
- ii. The treasurer may be designated to sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give a bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The treasurer shall issue not warrant or payment of claim against the district until such claim has been duly authorized.

3. Signing and Authorizing Checks, Warrants, and other Instruments.

- a. Unless otherwise delegated by the board, the president and secretary of the board shall sign checks, warrants, and other instruments of the district
- b. The board may delegate another person to sign and validate any checks, warrants, and other instruments. Facsimile signatures of board members may be used.
- c. The board delegates that the vice president to treasurer may sign any warrant in the absence of either the president or the secretary.

4. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fall for lack of a “second”; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:

- i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
- ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his/her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.
- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

5. Committees

- a. The board shall authorize special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.

b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee of American Civics

- i. Committee duties shall be those prescribed by nebraska statutes, which include:
 1. Hold no fewer than two public meetings annually at least one when public testimony is accepted;
 2. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
 3. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
 4. Review and approve the social studies curriculum to ensure that it stresses the services of men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in section 79-719 to

79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;

5. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:

a. Administration of a written test that is identical to the entire civics portion of the naturalization test used by the United States Citizenship and Immigration Services prior to the completion of with grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent of guardian of such student; or

b. Attendance or participation between the commencement of eight grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or

c. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an even commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or events;

6. Take all such other steps as will assure the carrying out of the provision of this section and provide a report to the school board regarding the committee's findings and recommendations.

6. Vacancies

a. A vacancy on the board of education shall exist when any one of the following occurs:

i. A member submits his or her formal resignation from the board.

ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

- iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
 - iv. Such other reasons are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
 - c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: 12/08/08

Revised on: 09/15/15, 7/13/20 1/15/21

Reviewed on: 6/15/20

Policy 2018: COMPLAINT PROCEDURES

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, gender, 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 her or she may appeal the decision to the superintendent.
 - a) This appeal must be in writing.
 - b) The superintendent must receive this appeal 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) The board president must receive this appeal 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.

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. Individuals who file complaints (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.

Adopted on: 8/12/19

Revised on:

Reviewed on: 7/15/19

POLICY 2019: RELATIONSHIP WITH DISTRICT LEGAL COUNSEL

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

Adopted on: 8/12/19

Revised on:

Reviewed on: 7/15/19

POLICY 3023: ANIMALS AT SCHOOL

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

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

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

II. SERVICE ANIMALS

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

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

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

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

Request. A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.

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

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

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

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

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

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

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

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

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

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

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

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

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

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

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

III. THERAPY ANIMALS

A "therapy animal" is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not "service animals" as that term is used in the Americans with Disabilities Act.

Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: 7/10/17

Revised on: 7/15/19

Reviewed on: 5/17/21

Policy 3057-3027: TITLE IX POLICY

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

1. Title IX Coordinator

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

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

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

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

2.3. Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the

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

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

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

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

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

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

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

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

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

- 2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- 2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- 2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.

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

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

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

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

2.6.6.2. suffer substantial emotional distress.

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

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

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

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

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. Complaint Procedure. All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2018

4. Response to Sexual Harassment

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

4.2. General Response to Sexual Harassment. When the district has actual knowledge of sexual harassment in its education program or activity against a person in

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

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

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

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

5. Grievance Process for Formal Complaints of Sexual Harassment.

5.1. General Requirements.

5.1.1. Equitable Treatment. The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or

other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

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

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

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

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

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

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. Notice of Allegations.

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

5.2.1.1. A copy of this policy.

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

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

5.3. **Dismissal of Formal Complaint.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the

party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

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

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

5.7. Determination Regarding Responsibility

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

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

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

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

5.7.2.3. Findings of fact supporting the determination;

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

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

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

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

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

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

5.8.1. Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

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

5.8.3. As to all appeals, the district will:

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

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

- 5.9.1. Provides to the parties a written notice disclosing:
 - 5.9.1.1. The allegations;
 - 5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
 - 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
 - 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. Recordkeeping.

- 5.10.1. The district will maintain for a period of seven years records of:
 - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 - 5.10.1.2. Any appeal and the result therefrom;
 - 5.10.1.3. Any informal resolution and the result therefrom; and
 - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
- 5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

7. Access to Classes and Schools.

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

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

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

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

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

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

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

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

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

9. Certain Different Treatment on the Basis of Sex Permitted. Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district

may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

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

10.1. Specific Circumstances.

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

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

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

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

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

Adopted on: 8/23/20

Revised on:

Reviewed on:

August 16, 2021
September 13, 2021
October 11, 2021
November 15, 2021
December 13, 2021
January 17, 2022
February 14, 2022
March 14, 2022
April 11, 2022
May 16, 2022
June 13, 2022
July 11, 2022

Budget Workshop: We held this on Sunday, August 23 last year. What day works best for everyone this year?

Budget Hearing and Tax request Hearings: Budget Hearing September 13 at 7:00 pm with the tax request hearing to immediately follow and the regular board meeting to follow the tax request hearing.

Lunch Prices 2021-2022

2020-2021

Adult priced breakfast- \$2.20
Adult priced lunch- \$3.70
Student breakfast- free
Student lunch- free
Extra milk- \$.40

Proposed 2021-2022

Adult priced breakfast- \$2.25
Adult priced lunch- \$3.75
Student breakfast- free
Student lunch- free
Extra milk- \$.45