

TABLE OF CONTENTS

	POLICY
1. School Communications	
Statement of Intent	1000
Visiting School	1010
Citizen Communication to the Board of Education	1020
Parent/Patron Comment Forms	1030
Parent/Patron Comment Form	1030A
Annual Report and School Improvement	1040
Public Access to School Records	1050
Form for Denial of Access to Records	Regulation 1050A
Form for Explanation of Delay in Fulfilling Request for Records	Regulation 1050B
Advertising and Promotion	1060
Publications, Radio, and Television	1070
School Directory	1080
2. Community Use of School Facilities	
Community Use of School Facilities	1100
Form for Application for Use of School Facilities	
Use of School Facilities: Student Groups and Boy Scouts	1101
Recording of Others	1102
Bulletin Boards, Display Case, and Posted Material	1110
Tobacco Policy	1120
3. Anti-Discrimination Policies	
Anti-Discrimination, Designation of Coordinator and Grievance Policy	1200
Title IX–Discrimination	1210
Title IX – Procedure for Complaints of Sexual Harassment	1211
ADA and Section 504 Grievance Procedure	1240
ADA–Designation of Coordinator	1250
Service Animals	1260
4. Fund Raising and Gifts	
Fund Raising Activities	1300
Gifts to the School District	1310
5. School and Community Organizations	1400
Parent Organizations	1410
Citizens’ Advisory Committees	1420
Utilizing Community Resources	1430
Staff Participation in Community Affairs	1440
School Personnel and the Public	1450
Student Production of Goods and Services	1460
Public Performances by Students	1470
Emergency Closure of School Buildings	1500
Emergency of Exclusions of Persons from School	1501

Community RelationsStatement of Intent

It is the desire and intent of the Board of Education that there be continuous planned public relations activities for all participants in the school community - for students, staff, parents and for the public at large. The public relations efforts should emanate from the school, as well as from the administrative offices.

Because the Board is proud of the staff, students and the school, public relations activities should encompass all areas of school life, including regular instructional activities, special events of unusual interest, extra-curricular activities, accomplishments of students and staff and Board of Education activities.

The purpose of the public relations activities shall be to inform so that all participants in the public education endeavor may gain pride in and understanding of their schools.

Methods of Communication

The Board of Education will use various media to keep the public informed—including news releases to the area newspapers, issuance of newsletters, school newspapers, presentations before parent groups and other community organizations.

All Board of Education publicity releases shall be made through the Superintendent. The Superintendent shall establish procedures for the dissemination of information regarding deliberations and decisions of the Board of Education. The Superintendent shall also establish procedures for the dissemination of local school news, emphasizing student and staff activities and achievements.

Date of Adoption: June 10, 2013

Community RelationsVisiting School

Parents and other interested individuals are encouraged to visit school and are to be made welcome by the respective building staffs and student bodies. Under ordinary circumstances, the teacher being visited by a parent should continue with the regular classroom work. It is desirable that any individual parent-teacher conference be held before or after school in order that the normal instructional activities not be disrupted.

Contacts during school hours with non-school individuals and agencies for materials, service, or programs may be made only with the approval of the principal.

For security reasons, all school personnel and students are asked to see that all visitors are courteously directed to the building principal's office. In addition, the administration may exercise its discretion and has the authority to direct that certain individuals who may pose a threat of harm to students or staff or who may create or have created a disruption to the educational program be prohibited from being on school grounds.

Employees in school buildings shall report to the principal immediately any person loitering on or near the school grounds. If necessary, the principal will notify the appropriate law enforcement agency to investigate the situation.

Legal Reference: Neb. Rev. Stat. ' 79-8,109 Teachers, Solicitation by Agents Prohibited,
Exceptions
Neb. Rev. Stat. ' 28-901 Obstructing Government Operations

Date of Adoption: June 10, 2013

Community RelationsCitizen Communication to the Board of Education

The Board of Education recognizes the necessity for open communication with students, parents, patrons and staff but is also aware that a procedure for processing concerns and complaints is imperative to the normal operations of the District. It is the intent of the Board that concerns and complaints be resolved at the lowest possible level.

Complaints Made to Individual Board Members

Members of the Board of Education have no authority or power to act on behalf of the Board or the District except when acting as a member of the entire Board at a duly called board meeting or when acting with express, specific authority granted by the Board or by law. Should any member of the Board be approached by a student, parent, patron or staff member who has a concern or complaint, the member should:

1. Listen attentively to the concerns but not take any inflexible position.
2. Instruct the individual about the District's process for resolving concerns and complaints and direct the individual to the appropriate complaint or grievance procedure or to the Superintendent for information concerning such procedures. If the concern or complaint involves a teacher, the individual should be informed to discuss the matter with the teacher first.
3. Inform the Superintendent of the concern.

The Board and the District shall not be bound in any way by the action or statement on the part of any individual Board member or committee, except when such statement or action is taken or made in conformance with express, specific authority granted by the Board or by law.

Complaints Made to the Board

Concerns or complaints may be made to the Board of Education at a duly called Board meeting at such time as the agenda provides for public participation or comment.

In the event the complaint involves a personnel matter relating to an employee of the District, the individual raising the complaint shall be directed to first exhaust the appropriate complaint or grievance procedure. The board shall not respond or take action on such a complaint until such complaint or grievance procedure has been exhausted, unless it is determined by the Board, under the circumstances, that an immediate response or action is required.

Individuals raising concerns or complaints involving non-personnel matters which may be the subject of a complaint or grievance procedure may also be directed to first use such complaint or grievance procedure.

Date of Adoption: June 10, 2013

Community RelationsParent/Patron Comment Forms

Parents and patrons may file a comment with the Superintendent. Comment forms are available in the office of each building. These forms are intended to help resolve issues, arbitrate disputes, facilitate understanding, recognize achievements, and commend success.

Comment forms which have been properly filed with the Superintendent which directly involve a staff member shall be forwarded to the staff member's immediate supervisor for analysis, discussion, and resolution. The forms shall be retained in a separate confidential file in the office of the staff member's immediate supervisor for a period of three years. At the end of the three year period they may be discarded. Comment forms shall not be placed in the staff member's personnel files unless deemed appropriate by the Superintendent or immediate supervisor.

Date of Adoption: June 10, 2013

HUMPHREY PUBLIC SCHOOLS
COMMENT OR COMPLAINT FORM

Commenter: _____ Date: _____

Address: _____ Phone: _____

Comment or Complaint: _____

Supportive Evidence or Witness: _____

Relief requested (what I want done in response to the above information):

The undersigned states: I have a reasonable belief that the facts in this comment or complaint are true and accurate, and I give permission for an investigation to be made into this matter.

Signature

Date

Community RelationsAnnual Report and School Improvement

The Superintendent shall prepare and distribute each year an Annual Report in accordance with Rule 10, Regulations and Procedures for the Legal Operation of Schools. The Annual Report shall be distributed to residents of the School District by the Superintendent distributing it to the members of the Board of Education and to the parents of students enrolled in the School District during the fall semester of each school year and making it available to other residents. The report shall include information required by Rule 10. The results of the annual report shall be used to plan and make needed changes to improve instruction for all students. The report is to include:

- A. Student academic performance. The report shall include results of student success in achieving the state standards set forth in Appendices A through D of Rule 10 or local content standards approved by the Department, on a building basis. Individual test scores shall be kept confidential. If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance shall be provided for those grades.
- B. School system demographics.
- C. School improvement goals and progress.
- D. School system financial information.

The Superintendent shall further ensure that the School District implements a systematic on-going process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process shall focus on improving student learning and include a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals. The school improvement process shall further include the following activities at least once within each five years:

- A. Review and update of a mission or vision statement.
- B. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
- C. Selection of improvement goals. At least one goal is directed toward improving student performance.
- D. Development and implementation of a plan which includes procedures, strategies, or actions to achieve goals.
- E. Evaluation of progress toward improvement goals.

The school improvement process shall further include a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the written recommendations shall be provided to the Department. The external team visits shall be conducted at least once each five years.

Legal Reference: NDE Rule 10.5.02; 10.9 and 10.10

Date of Adoption: June 10, 2013

Community RelationsPublic Access to School Records - Examination, Making Memoranda, and Copying

1. The School District, through the Superintendent, shall provide interested persons access to the records of the School District as required by law. Such access shall include the opportunity to examine School District records, when permitted by law. The School District shall not make records of individual students, personnel, or other confidential material available, except as allowed by law or compelled by court order.

2. Records may be examined at the School District offices during the hours such offices are open for the ordinary transaction of business. School district offices will be open for the ordinary transaction of business (a) during the school year on such days as school is in session, and (b) during the summer months when school is not in session, Monday through Friday, except legal holidays or other days the District is closed.

3. Records may be obtained in the form in which the record is maintained including, but not limited to, printouts, electronic data, and photocopies. The School District will not be required to produce or generate any record in a new or different form or format modified from that of the original School District record. Copies of records may be made as follows:

(a) Copies may be made by persons using their own copying or photocopying equipment, provided that such copies shall be made on the premises of the School District offices or at a location mutually agreed to by the requester and the School District.

(b) Copies may be obtained from the School District if the School District has copying equipment reasonably available, and upon payment of a fee for providing copies. The Superintendent shall determine a reasonable fee for the copying of school district records, provided that such fee is not to exceed the actual cost of making the copies available. If the copies requested are estimated by the School District to be more than fifty dollars (\$50.00), the School District may require the requester to furnish a deposit prior to fulfilling such request.

4. For residents of Nebraska and news media desiring to submit a public records request to the School District, a requester must submit a written request to the School District. Upon written request for access to records, the School District will provide to the requester as soon as is practicable and without delay, but not more than four (4) business days after actual receipt of the request:

(a) Access to or, if copying equipment is reasonably available, copies of the school district records requested;

(b) A written denial of the request, or portion thereof, if there is a legal basis for such denial of access to school district records on a written form from the school district; or

(c) If the entire request cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of the request due to the significant difficulty or extensiveness of the request, the school district shall provide a written explanation, including the earliest practicable date for fulfilling the request, and estimate of the expected cost of any copies, and an opportunity to modify or prioritize the items within the request. If the response to the request is expected to require more than eight cumulative hours of staff time spent searching, identifying, physically redacting, or copying, the District may require the requester to furnish a deposit, as permitted under the Public Records Request Laws.

5. For nonresidents of Nebraska, a requester must submit a written request to the School District. The School District may then require the requester to submit a deposit, as permitted under the Public Records Request Laws.

Legal Reference: Neb. Rev. Stat. Sec. 84-712 et seq.

Date of Adoption: June 10, 2024

Community Relations

Denial of Access to School District Records Form

Name of Requester: _____.

Date of School Record Request: _____.

Name of Administrator Denying Record Request: _____.

Description of Records Requested (Actual written request for record may be attached): _____

_____.

Please be advised that the school district has determined that there is a legal basis for a denial of access or copies to all or a portion of the school records requested, and hereby provides the following information regarding such denial:

A. Description of the contents of the records withheld: _____

_____.

B. Statement of the specific reasons for the denial (Correlate specific portions of the records to specific reasons; include citation of statute expressly providing that particular information or records shall not be made public): _____

_____.

NOTICE: Pursuant to Neb. Rev. Stat. § 84-712.03, you may have a right of judicial or administrative review of the denial of access to school district records set forth above, including a right to petition for a writ of mandamus, or petition the Attorney General to review the record to determine if it may be withheld from public inspection.

Community Relations

Explanation of Delay in Fulfilling Request for School District Records

Your entire request for school district records cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of such request due to (check all applicable boxes):

G Significant difficulty in compiling or copying such records;

G Extensiveness of the request.

A. Additional Explanation: _____

_____.

B. Projected Date of Fulfilling Request:_____.

C. Projected Cost of Copies: \$_____.

Modification or Prioritization of Request: You may modify or prioritize the items in your request to expedite the availability of the school records requested; please set forth your modification or prioritized items in the space provided below and return to the office of the business office:

_____.

Date of Adoption: June 10, 2013

Community RelationsAdvertising and Promotion

Neither the facilities, the staff, nor the children of the school district shall be employed in any manner for advertising or otherwise promoting the interests of any commercial, political, or other non-school agency, individual, or organization, except that:

1. The schools may cooperate in furthering the work of any non-profit, community-wide social service agency, provided that such cooperation does not restrict or impair the educational program of the schools.
2. The schools may use films or other educational materials bearing mention of the producing firm or sponsor, providing such materials can be justified on the basis of their actual educational values.
3. The schools may cooperate with any agency in promoting the activities in general public interest, and which promote the education or other best interest of students.
4. The superintendent of schools may cooperate in furthering the work of any non-profit, community-wide social service agency provided such cooperating does not infringe on school programs or diminish the amount of time devoted thereto.
5. The administration may, at its discretion, announce, or authorize to be announced, any lecture, community activity, or film which it feels has educational merit.
6. School representatives may, upon approval of the board of education, cooperate with any agency in promoting activities in the general public interest, and which promotes education that is in the best interest of the students.

Legal Reference: Neb. Rev. Stat. ' 79-526 Board Authority for Supervision and Control
 Neb. Rev. Stat. ' 79-8,100 Teachers, Solicitation by Agents

Date of Adoption: June 10, 2013

Community RelationsPublications, Radio, and Television

The board of education welcomes the active participation of print and electronic mass media in promoting educational programs of Humphrey Public Schools. All resultant news coverage of academic or extracurricular activities must be presented in the public interest. No identification of the school with the promotion of any commercial or political enterprise will be permitted.

All radio and television broadcasts of any school activity or contest originating from the School District's facilities must be coordinated through the office of the building principal sponsoring the activity.

Companies interested in such broadcasts will: (1) Contact the building principal at least forty-eight (48) hours in advance of the event to gain permission and make arrangements for attending the activity. (2) Any company interested in broadcasting an activity will be responsible for all necessary equipment, transmission lines, power sources, and accompanying expenses. (3) Any company interested in broadcasting an activity will be responsible for any financial and legal liabilities pertaining to its own equipment and personnel.

Legal Reference: Neb. Rev. Stat. §79-526

Neb. Rev. Stat. §79-1312 et. seq.

Board Authority for Supervision and Control
Telecommunications Operated by the
Nebraska Educational Telecommunications
Commission

Date of Adoption: June 10, 2013

Community RelationsSchool Directory

A school directory will be used and distributed only by authorization of the principal or superintendent of schools. Under no circumstances will it be distributed for political or commercial purposes. If student directory information is released it shall not be released to an agency or individual if personal profit is the object of the receiver. Directory information for purposes of the school directory shall consist of the information that is considered to be “directory information” in the School District’s annual FERPA notice. Parents who do not wish to have their child's name(s) included in the directory to be released may request that it be deleted. It shall be the principal's responsibility to delete those names.

Legal Reference: Neb. Rev. Stat. §§79-2,104 & 79-2,105; Neb. Rev. Stat. §79-539
Neb. Rev. Stat. §§84-1201 to 84-1220
Family Educational Rights and Privacy Act, 20 U.S.C. §1232g

Date of Adoption: June 10, 2013

Community RelationsCommunity Use of School Facilities

School facilities are primarily intended for the District's educational and extracurricular activity programs. School facilities are, however, made available for use by outside groups to further the interests of the District and the community. Use by non-school groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy.

1. Application for Use.

Outside groups that wish to use school facilities must submit a completed Application for Use form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application. The outside group, as Applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board's "Community Use of School Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

2. Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Superintendent or the Superintendent's designee.

Applications shall not be rejected for any unlawful reason, including unlawful discrimination on the basis of race, national origin, gender, religion, disability, age, marital status, or veteran status, and including the applicant's legally protected exercise of constitutional or statutory rights.

The District's facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

- a. Uses that may conflict with or that disrupt the District's educational or extracurricular activity programs.
- b. Uses inconsistent with the mission of the District.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.

- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involves gambling or games of chance.
- g. Uses that involves a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public.
- i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when school staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:00 a.m.; after 10:00 p.m. and Sunday mornings prior to Noon.

Leases of school facilities require approval of the Board. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Superintendent or the Superintendent's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the District for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an Application conflicts with another Application, the Applications will be accepted according to the following priority order:

- a. Events or activities that are designed to service students of the District or which are related to any function of the District, including approved school-community associations and school-affiliated non-profit groups.
- b. Tax-supported agencies such as educational entities or units of city, county or state government.
- c. Nonprofit community agencies such as private educational agencies.
- d. Groups where the majority of the members reside within the District.

For use conflicts within each group, priority will be given to the first to submit their Application; provided that the Superintendent or the Superintendent's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Superintendent or the Superintendent's designee. Cancellation will occur in the event the administration reasonably determines:

- a. Any of the reasons for non-acceptance of an application exist.

- b. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:
 - i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the school would not otherwise clear prior to the activity or event. The Applicant may request that the District clear the hazards such that it may proceed with its activity or event. If the District agrees to do so, the Applicant shall be responsible for all costs incurred by the District in clearing the hazard.
 - ii. School staff being unavailable to monitor the use or to provide set-up or clean-up services where the District has accepted responsibility for such.
 - iii. The need to use the facilities for a school activity or purpose.

Generally, if school is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be cancelled.

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the District shall be forfeited and be kept by the District, if cancellation occurs because of the fault of the Applicant. Otherwise, the District will return any deposit that has been received by the District. The District will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its Application at any time prior to acceptance. An accepted application may be withdrawn by the Applicant, subject to approval of the Superintendent or the Superintendent's designee. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 48 hours) and that the Applicant reimburse the District for any expense the District has incurred.

3. Conditions of Use.

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
 - i. Comply with all local, state and federal laws, including health and fire codes.
 - ii. Comply with Board policies concerning non-discrimination and the use of school facilities.
 - iii. Comply with reasonable administrative rules related to use of facilities and the requests of school officials related to the Applicant's use of the facility.
- b. Disclaim School Sponsorship. The District does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements

suggesting such sponsorship and to publish statements of non-school sponsorship in such form and manner as the administration may request.

- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
- i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
 - ii. Enters any area of the school facilities that the Applicant has not been given permission to use, or accesses any school records.
 - iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
 - iv. Possesses a firearm or a weapon.
 - v. Engages in disorderly, lewd, or lascivious conduct.
 - vi. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the school administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the school administration determines that the nature of the activity or event warrants the presence of security services, Applicant agrees to provide such security services.

Applicant agrees to ensure that all persons attending its activity or event are off school grounds at the end of its time of permitted use, except for students or school staff who are authorized to remain for a school-related purpose.

- d. Condition of Premises. Applicant agrees to:
- i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
 - ii. Not use or allow any school equipment to be used without express approval of school administration.
 - iii. Not bring or allow others to bring food or beverages on to school grounds without express approval of school administration.
 - iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
 - v. Not use any electrical equipment that has been brought onto the premises without express approval of school administration.

- vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
 - vii. Not park or allow others to park in fire lanes or reserved spaces or in any manner inconsistent with the school's parking rules.
 - viii. Not cause or allow others to cause damage to school facilities or equipment.
 - 1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the District for the cost of repair or replacement.
 - 2. Applicant agrees that the school administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
 - 3. Applicant shall immediately report to the school administration any damage to school facilities or equipment that occurs during the Applicant's use of school facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
 - ix. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other school property to their proper location. The clean-up shall be promptly completed. In the event the District provides the clean-up service, Applicant agrees to reimburse the District for the cost of such clean-up.
 - x. Remove any property brought in by the Applicant and by any person attending the activity or event. The District is not responsible for any personal property that is left on the premises.
- e. Financial Responsibility. Applicant agrees to:
- i. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
 - ii. The insurance requirement is subject to waiver by the Superintendent or the Superintendent's designee only in circumstances where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the District's students or staff.
 - iii. Indemnify and hold the District, the Board, school employees and agents of the District harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of school facilities.

4. Fees for Use.

The Superintendent or Superintendent's designee shall establish a daily use fee schedule that establishes rates for specific parts of the school facilities (that is, kitchen, auditorium, gymnasium, athletic field, classrooms, meeting rooms). The rates shall be reviewed on a periodic basis; with the review to occur no less than every two years.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the school's food service staff.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the school's staff who is familiar with proper use of the equipment.
- f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

The fee schedule shall be applied evenly to all Applicants, with two exceptions:

- a. A different fee may be assessed where the Superintendent or Superintendent's designee reasonably determines that the Applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
- b. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve students of the District or children; such as approved school-community associations and school-affiliated non-profit groups and summertime sports leagues, sports camps, etc., that are subject to NSAA regulations.

5. Use Consistent with NSAA Bylaws.

Use of school facilities for activities that are subject to the Bylaws of the Nebraska School Activities Association (NSAA) shall be permitted subject to and in accordance with the NSAA Bylaws. Such use shall be consistent with this policy for non-school groups. Examples of acceptable use of school facilities for activities are:

- a. Summer Leagues. There must be evidence that the organization or individual conducting the league has rented or leased the facility (for example, via an Application for Use) to prove the school is not involved in its sponsorship or funding.
- b. Commercial Sport Camps/Clinics. School facilities for use by individuals, including the District's own coaches or other organizations for commercial camps/clinics or schools. Camps conducted by high school coaches shall be publicized as open to all area individuals wishing to attend and not limited to students from the coach's high school.
- c. All-Star competition that involves graduated seniors.
- d. Competitive meets and contests sponsored by non-school groups.
- e. Facilities approved under the above stipulations include: gymnasiums, tracks, swimming pools, tennis courts, athletic playing fields, and baseball and softball diamonds.

Date of Adoption: June 10, 2013

**APPLICATION FOR USE OF SCHOOL FACILITIES
Humphrey Public Schools**

Name of Organization Making Request: _____ Date: _____

Type of Organization and Type of Activity or Event

- _____ Event or activity that is designed to service students of the District or which is related to any function of the District, including approved school-community associations and school-affiliated non-profit groups. *Describe:* _____
- _____ Tax-supported agency such as educational entity or unit of city, county or state government. *Describe:* _____
- _____ Nonprofit community agency such as a private educational agency. *Describe:* _____
- _____ Group in which the majority of the members reside within the District. *Describe:* _____
- _____ Other. *Describe:* _____

Facilities Requested. Building: _____ Areas: _____

Dates & Times Requested:

Dates (From – To)	Time (From – To)	Repeating		# Wks.
		Yes	No	
_____	_____	Yes	No	_____
_____	_____	Yes	No	_____
_____	_____	Yes	No	_____

Details of Use (Attach an additional explanation if needed)

Describe the Type of Activity or Event: _____

No. of Anticipated Users and Spectators: _____ Concessions/Food Served: Yes No Describe: _____

Set Up or Tear Down Required by District: _____

Type of Cleaning Required During and Afterwards: _____

Special Equipment to be Used (District & Organization): _____

Fees (To Be Completed by Superintendent or Designee)

Type	Amount
Processing	_____
Access	_____
Custodial	_____
Kitchen	_____
Special Equipment	_____
Monitoring	_____
Security	_____
Total	_____

Advance Deposit	\$ _____
Date Deposit Due	_____

Applicant shall procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.

Insurance requirement waived: Yes No (for school official to complete)

Policy Compliance and Acceptance of Liability

This application is subject to the terms of the Board's "Community Use of School Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

We have read, understand and agree to abide by the policies, rules and conditions on the use of these facilities on this form and in Board Policy. We understand that we are accepting the use of the facility from the Humphrey Public Schools with no assurances or guarantees relative to their condition. It shall be our responsibility to check the facility to see that it is safe for our intended use. We take full responsibility for the facilities while they are being used by our group and will make full restitution for any and all damages which may occur while our group is using the facility. We agree to indemnify and hold the school district harmless for any and all accidents and injuries to ourselves or others while we are using the facility regardless of the negligence of the school district or its personnel. We assume full responsibility and liability for any injuries.

Name, Position

Signature

Date

Name, Position

Signature

Date

Community RelationsUse of School Facilities: Student Groups

1. Access by Youth Organizations. The District will allow, upon request, a representative of a recognized youth organization to provide: (1) oral or written information to students regarding the youth organization and how such youth organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship; and (2) services and activities to any student who is a member of such youth organization. A “recognized youth organization” is limited to those group listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization will be permitted to provide information at school at least once during each school year. The administration will make a good faith effort to find a mutually agreeable date, time, and location for each requesting youth organization, though the administration shall have the ultimate authority to select the date, time, and location for any requesting youth organization. Under no circumstances will any requesting youth organization be permitted to provide oral information to students during instructional time, unless previously approved by the Superintendent or Superintendent’s designee. Every representative from a requesting youth organization must submit to, at the organization’s cost, a background check. The Superintendent or Superintendent’s designee may refuse to allow an individual to be on school grounds if the individual’s background check discloses a prior felony conviction or if, in the Superintendent’s discretion, the background check otherwise reveals concerns about student safety. Nothing in this Paragraph preempts or undermines any provision of the District’s Parental Involvement Policy.

2. Equal Access to Student Groups. In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more non-curriculum related student groups to meet on school premises during noninstructional time.

All such student meetings at school are subject to the following requirements:

- a. the meeting must be voluntary and student-initiated;
- b. there must be no sponsorship of the meeting by the school or its agents or employees;
- c. employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- d. the meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

3. Equal Access to Outside Groups Meeting at School. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall make that opportunity available to other similarly situated groups. The administration shall in all respects maintain the District in compliance with the Equal Access Act.

Legal Reference: 20 U.S.C. Section 4071-4074 (Equal Access Act)
20 U.S.C. Sec. 7905 (Boy Scouts of America Equal Access Act) & 34
CFR Part 108
LB 705, § 126.

Date of Adoption: [June 10, 2023]

Community RelationsRecording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted or (2) the Superintendent or Superintendent's designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Legal Reference: Neb. Rev. Stat. § 86-290
Letter to Anonymous, 40 IDELR 70 (OSEP 2003)

Date of Adoption: June 11, 2018

Community RelationsBulletin Boards, Display Case, and Posted Material

School bulletin boards, display cases, and posting areas are for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the respective principals; however, building principals may use their discretion on posting or displaying non-school related information which is not political or commercial in nature.

Legal Reference: Neb. Rev. Stat. ' 79-526 Board Authority for Supervision and Control

Date of Adoption: June 10, 2013

Community RelationsTobacco Policy

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Legal Reference: Neb. Rev. Stat. §§ 71-5716 to 5734 (Nebraska Clean Indoor Air Act)

Date of Adoption: June 12, 2019

Community RelationsPersonnel - All Employees and StudentsAnti-discrimination**A. Elimination of Discrimination.**

The policy of Humphrey Public Schools is to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Humphrey Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Humphrey Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

B. Preventing Harassment and Discrimination of Employees and Students.

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

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

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.
- b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

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

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of Humphrey Public Schools.
- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: July 13, 2020

Community RelationsTitle IX - Discrimination

Humphrey Public Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

- 1) The Board of Education affirms its intent to comply with provisions of Title IX regulation implementing the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education.
- 2) The publication of this statement re-affirms the District's efforts to comply with the Title IX regulations to inform citizens of non-discriminatory practices in the dissemination process.
- 3) The Board of Education hereby affirms its intent to adopt and publish grievance procedures providing for prompt and equitable resolution of written complaints. Such guidelines shall be developed as part of the administrative procedures, and such forms as needed shall be developed and made available to the public.
- 4) The Board of Education will implement specific and continuing steps to notify the public of its intent for compliance with nondiscriminatory practices. Self-evaluation and a continual assessment of the educational program will be implemented through regular administrative procedures.
- 5) Pursuant to this intent the Board of Education, as of this date, appoints the board policy committee to address these issues, as needed.

Legal Reference: Title IX

Date of Adoption: June 10, 2013

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee or student for reporting discrimination or harassment.

B. Response to a Formal Complaint:

1. **Filing Formal Complaint:** An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

[Mr. Greg Sjuts, Supt.]
[405 South 7th Street, Humphrey, NE 68642]
[402-923-1230]
[gregsjuts@humphrey.esu7.org]

The formal complaint must be signed by the complainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**

2. **Immediate Actions upon Receipt of Formal Complaint:** Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties of (A): The complaint procedure as outlined in this regulation; and (B): Notice of the allegations of sexual harassment, including: (i) the identities of the parties involved, if known; and (ii) the conduct allegedly constituting sexual harassment; and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be, an attorney.

3. **Investigation of Formal Complaint:** Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involves possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will aim to complete its investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality:* The Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District shall ensure that Title IX Coordinators, investigators, decision-makers, and any persons who facilitate this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

(C) *Rights of the Parties*: The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within two (2) days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The District retains the right to place an employee on administrative leave during the pendency of an investigation. The District also retains the right to remove a student from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

(D) *Conclusion of Investigation*: Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. Decision of Responsibility: The decision-maker shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision-maker shall provide ten (10) days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision-maker has considered the written questions of the parties, if any, the decision-maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

- a. Identification of the allegations potentially constituting sexual harassment;
- b. 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, and methods used to gather evidence;
- c. Findings of fact supporting the determination;
- d. Conclusions regarding the application of each recipient's code of conduct to the facts;
- e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
- f. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are 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 recipient'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 to deter sexual harassment.

Supportive measures may include, but are not limited to, 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 shall 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.

At the conclusion of the investigation, the decision-maker may institute disciplinary measures to the respondent if the decision-maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension,

expulsion, and in the case of an employee, disciplinary action up to and including dismissal from employment. This policy does not limit or prohibit the District from instituting disciplinary measures if, in the course of the investigation, it determines that the complainant or respondent violated the student code of conduct.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker, they may appeal on the following basis:

- a. Procedural irregularity that affected the outcome of the matter;
- b. 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
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against the complainant or respondent generally or the individual complainant or respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.

The Superintendent of Schools shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent of Schools shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a formal complaint is filed, the District may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

- a. Written notice to both parties disclosing: the allegations, 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, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- b. The parties' voluntary written consent to the informal resolution process; and
- c. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive

of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, any transcripts, or audio recordings pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: August 25, 2020

Community RelationsADA and Section 504 Grievance Procedure

The following grievance procedure shall be used for resolution of complaints of alleged violations of the Americans with Disabilities Act of 1990 (ADA) or Section 504 of the Rehabilitation Act of 1973:

- 1) Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
- 2) Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
- 3) Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
- 4) The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
- 5) The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
- 6) In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).

- 7) A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

Legal Reference: Americans with Disabilities Act of 1990 (ADA)
Section 504 of the Rehabilitation Act of 1973 (Section 504)

Date of Adoption: June 10, 2013

Community RelationsDesignation of Coordinator

Humphrey Public Schools does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

The Superintendent shall either coordinate or designate one or more persons to coordinate Humphrey Public School's compliance with the requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended (ADA and Section 504).

The Coordinator shall take such actions as required to maintain compliance with such laws; to provide information concerning such laws and their applicability to the services, programs, or activities of the District; and to resolve any complaints or grievances related to alleged non-compliance by the District with such laws.

In the event an employee has a disability and is in need of a reasonable accommodation to perform the employee's duties or to otherwise receive benefits and privileges of employment equal to those enjoyed by similarly-situated employees without a disability, the employee is to inform their supervisor and request a meeting with the ADA Coordinator to discuss the provision of reasonable accommodations.

In the event a student has a disability and needs or is believed to need special education or related services, the 504 Coordinator shall initiate the 504 evaluation and accommodation process.

The Board of Education has adopted a plan regarding the accessibility requirements of persons with disabilities who use school facilities as required by the ADA and Section 504. Members of the public may review the accessibility plan by contacting the Superintendent at the school's administrative offices. Comments or complaints regarding the accessibility of district facilities shall be made to the Superintendent for resolution.

Legal Reference: Americans with Disabilities Act of 1990 (ADA)
Section 504 of the Rehabilitation Act of 1973 (Section 504)

Date of Adoption: June 10, 2013

Community Relations

Service Animals

Individuals with a disability shall be permitted to use a service animal on school premises as and to the extent provided by law.

1. Definition of Service Animal

A service animal is a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals are not service animals for the purposes of this definition, though miniature horses are in certain circumstances entitled to similar treatment.

The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks that a service dog may perform to meet this definition include:

- Navigation: assisting individuals who are blind or have low vision with navigation and other tasks,
- Alerting: alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
- Protection: providing non-violent protection or rescue work,
- Pulling: pulling a wheelchair,
- Seizure: assisting an individual during a seizure,
- Allergens: alerting individuals to the presence of allergens,
- Retrieving: retrieving items such as medicine or the telephone,
- Physical support: providing physical support and assistance with balance and stability to individuals with mobility disabilities, and
- Interrupting behaviors: helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

Work or tasks that are excluded from meeting the definition are:

- Guard dogs: the crime deterrent effects of an animal's presence and
- Companion dogs: the provision of emotional support, well-being, comfort, or companionship.

2. Permit Presence of Service Animals

An individual with a disability shall be permitted to be accompanied by his or her service animal in all areas where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go. A bona fide trainer of a service animal also has the right to be accompanied by such animal in training. The individual may not be required to pay an extra fee for the service animal to attend events for which a fee is charged.

Service animals may be excluded from school premises if:

- a. The service animal is out of control and the service animal's handler does not take effective action to control it;
- b. The service animal is not housebroken; or
- c. The presence of the service animal poses a direct threat to the health or safety of others. To determine whether a "direct threat" exists, an "individualized assessment" is to be made to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

3. Control of the Service Animal.

The service animal must be under the control of its handler. In most cases, the dog must have a harness, leash, or other tether. The service animal does not need to be on a leash, however, if the handler is unable because of a disability to use a leash. A leash is also not required if it would interfere with the service animal's safe, effective performance of work or tasks. If either of the leash exceptions applies the service animal must be under the handler's control via voice control, signals, or other effective means.

4. Responsibility for Care or Supervision.

The school district is not responsible for the care or supervision of the service animal. The individual with the service animal shall be liable for any damage done to the premises or facilities or to any person by such animal.

5. Inquiries.

When addressing a service animal matter, staff shall not ask about the nature or extent of the person's disability.

Staff may not ask questions about the dog's qualifications as a service animal when it is readily apparent that the dog is trained to do work or perform tasks for an individual with a disability. Examples include where the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability.

Where it is not readily apparent that the dog qualifies as a service animal, staff may ask if the dog's presence is required because of a disability and what work or task the dog has been trained to perform. Staff may not require documentation, such as proof that the dog has been certified, trained, or licensed as a service animal.

Legal Reference: Americans with Disabilities Act of 1990 (ADA), 28 CFR §28.104 and §35.136; Section 504 of the Rehabilitation Act of 1973 (Section 504); and Neb. Rev. Stat. §§20-126.01 and 20-127

Date of Adoption: June 10, 2013

Community RelationsFund Raising Activities

All fund raising activities by school-sponsored groups must have the approval of the building principal and the superintendent. Fund raising activities that will occur during the 1st semester must be presented for approval prior to September 1st. Fund raising activities that will occur during the 2nd semester must be presented for approval prior to December 1st.

Date of Adoption: June 10, 2013

Community RelationsGifts to the School District

The Board of Education welcomes monetary and material contributions or other types of citizen contributions to the general school program. All donations become the property of the School District and will be used in the interest of all of the children of the School District.

The Humphrey Education Foundation is recognized as an appropriate tax-exempt charitable organization for receipt and management of such gifts.

Gifts to School Employees

Gifts to employees from parents or students, with a monetary value in excess of \$30, are to be referred to the Humphrey Education Foundation for disbursement.

Students and patrons shall not in any way be encouraged to give personal gifts to school personnel. If gifts are offered, school personnel should minimize such acts and not give publicity or public recognition to such gifts or publicly praise the donor.

Gifts by School Employees

Gifts to students by their teachers or other employees who serve the student as part of their employment are not to be made. Exceptions are allowed for a homebound or seriously ill child, and in other cases where administrative approval has been given.

Date of Adoption: June 10, 2013

Community Relations

School and Community Organizations

The board of education regards school and community organizations as a valuable dimension of the educational environment and encourages all employees and employee groups to support their existence and programs.

Date of Adoption: June 10, 2013

Community RelationsParent Organizations

The Board of Education encourages the establishment of parent organizations in the school. Such organizations are vital factors in establishing and maintaining positive home-community-school relationships and their value is recognized by the Board. Parent organizations should coordinate their efforts through the school's administrative offices prior to planning events or activities.

The Board of Education supports the concept of using parents and others as volunteers in the school, not to replace professional staff, but to enrich the educational opportunities for the students. Volunteers may be subject to screening for appropriate qualifications and background to perform assigned tasks.

Date of Adoption: June 10, 2013

Community RelationsCitizens' Advisory Committees

From time to time the board of education will exercise its judgment in appointing citizens' committees to perform specific duties or give general advice concerning school issues and activities. In addition, some committees will be appointed as adjuncts to educational programs in order to comply with the regulations set forth by accrediting agencies or other government bodies.

1. All of the above referenced committees serve at the pleasure of the board, and they shall not assume duties or authority on any matters other than those explicitly defined by the board.
2. Prior to establishing a committee the board of education will discuss the need for establishing the committee with the superintendent of schools. Recommendations for membership to the committee will be accepted from the board, the administration, and former committee members, but all committee membership lists will be formally approved by the board at an official meeting of the board of education.
3. All committees, unless otherwise specified at the time they were formed, will be dissolved and cease to function at the close of each school year.
4. All committees will elect at least a chairperson and a recording secretary. These individuals shall be responsible for making timely progress reports to the board of education on the committee's activities.
5. The logistics of meeting times and agendas shall be coordinated through the office of the superintendent of schools or another administrative unit so designated at the time the committees are formed.
6. All board members will be entitled to attend meetings of each citizens' committee and to information as to the status of the citizens' committee progress. Individual board members may be designated as liaisons between the board of education and the committees. Unless the citizens' committee is established with the declared intent of being subject to the public meetings requirements, the citizens' committees shall not hold hearings, make policy or take formal action on behalf of the Board, shall make their report or recommendations to the Superintendent (who shall make such report to the Board as determined appropriate) and not to the Board, and board members shall not be members of such committees.

Date of Adoption: June 10, 2013

Community Relations

Utilizing Community Resources

School principals and their respective staffs are urged to identify and utilize the special talents and resources of individual citizens and community organizations to provide appropriate enrichment experiences for students. School personnel utilizing any individual or group resources shall clear this activity through their respective building principals.

Date of Adoption: June 10, 2013

Community RelationsStaff Participation in Community Affairs

All employees are encouraged to participate in community organizations and activities. The school board feels that school-community relations are enhanced when school personnel interact with other people within the community. This interaction serves to informally transmit school information to patrons of the community and to gather public opinion on the school's effectiveness and its activities.

Date of Adoption: June 10, 2013

Community RelationsSchool Personnel and the Public

While it is the superintendent of school's responsibility for district-wide public relations, it is the board's belief that all school employees are obligated to promote a positive image of the school district, its programs, and students. To that end, all employees are encouraged to use tact, patience, and courtesy in their relationships with students, parents, and district patrons and to serve as good role models in their personal conduct.

Date of Adoption: June 10, 2013

Community Relations

Student Production of Goods and Services

Students may produce services and materials for community organizations or groups only to the extent that such production furthers such students' educational development. Such activity is to be authorized by the building principal and supervised by assigned staff.

Date of Adoption: June 10, 2013

Community RelationsPublic Performances by Students

Participation in community celebrations, patriotic observations, or other special events by bands, choral groups, athletic teams, or other student groups is recommended by the board of education as a means for establishment of better public relations between the school district and the community. The use of school groups to promote partisan politics, sectarian religious views, non-school money raising activities, or selfish propaganda of any description is not approved.

School principals are urged to cooperate with any group or groups having promotion of the welfare of the youth of the community as their purpose, provided that youth of every race, religion, nationality, and social strata benefit equally.

All public performances by students shall be approved by the superintendent of schools.

Date of Adoption: June 10, 2013

Community RelationsEmergency Closure of School Buildings

If the Superintendent or Superintendent's designee determines that a building or buildings should be closed due to health or safety concerns, then the Superintendent or Superintendent's designee is authorized to close a school building or buildings until the Superintendent or Superintendent's designee determines that such building or buildings should be reopened.

In determining whether a building or buildings should be closed, the Superintendent or Superintendent's designee is encouraged to receive input from law enforcement, health officials and other experts.

If the Superintendent or Superintendent's designee makes the decision to close a school building or buildings, then the Superintendent or Superintendent's designee shall communicate such decision to students, parents, staff, community members and area media outlets as soon as practical.

If a school building is closed, then no person shall be allowed to enter such building unless the Superintendent permits such person to enter such building.

Date of Adoption: April 16, 2020

Community RelationsEmergency Exclusion of Persons from School

If the Superintendent or Superintendent's designee determines that a person may pose a health or safety risk to others, the Superintendent may exclude such person from school property. If such person is a student, then the Superintendent or Superintendent's designee may refer to the emergency exclusion provisions of Policy 5101. If such person is a staff member, then the Superintendent or Superintendent's designee may place said staff member on paid or unpaid leave. If such person is not a student or staff member, then the Superintendent or Superintendent's designee shall inform such person as soon as possible that they are not permitted on school property until further notice from the Superintendent or Superintendent's designee.

The Superintendent may consult with law enforcement, health officials or other experts in determining whether such exclusion should occur.

Date of Adoption: April 13, 2020