



PIONEERS

Golf

Softball

Basketball

Cross Country

Baseball

Track

Wrestling

Volleyball

Football

[illegible]

Drama

NHS Yearbook

POPP

Speech

Student Council

Wrestling

PAC

FBLA

Quiz Bowl

Mock Trial

Skills USA

Spanish

PRINCIPLES OF EDUCATION

Fort Calhoun Junior-Senior High is a school whose goal is to become an institution constantly striving toward excellence. To be sure that this goal is reachable we need to base its' climate upon solid principles of education. The following principles have been agreed upon by, both the staff and the students of Fort Calhoun Junior-Senior High School. These principles are the guide used in creating both the teachers' and the students' handbook.

The learning environment at Fort Calhoun needs to be one in which active learning is encouraged in all classes. The classes need to be interesting, challenging and fun.

In order to become productive members of society, students need to be self-motivational, and develop strong responsibility skills.

Students are encouraged to set high goals, strive for their best, and celebrate their achievements.

Students need to take responsibility for their actions and deal with their consequences maturely.

Students need to respect the administration and staff, as well as, the administration and staff need to respect the students as individuals.

The Mission of Fort Calhoun Community Schools is to

Foster Learning
in an inspiring and caring environment,
provide

Opportunities For All
students to be successful,
instill the attributes of

Respect and Responsibility
among staff and students alike,
and present students with the

Tools to Succeed
in life.

PARENTAL CONSENT FORM

2021/2022 Grade _____

Date _____ Fort Calhoun Junior-Senior High School

Name of Student _____

Date of Birth _____ Place of Birth _____

The undersigned(s) are the Student and the parent(s), guardian(s), or person(s) in charge of the above named student and are collectively referred to as "Parent".

The Parent and Student hereby:

- (1) Understand and agree that participation in NSAA sponsored activities is voluntary on the part of the Student and is a privilege;
- (2) Understand and agree that (a) by this Consent Form the NSAA has provided notification to the Parent and Student of the existence of potential dangers associated with athletic participation; (b) participation in any athletic activity may involve injury of some type; (c) the severity of such injury can range from minor cuts, bruises, sprains, and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord, and on rare occasions, injuries so severe as to result in total disability, paralysis and death; and, (d) even with the best coaching, use of the best protective equipment, and strict observance of rules, injuries are still a possibility;
- (3) Consent and agree to the participation of the Student in NSAA activities subject to all NSAA by-laws and rules interpretations for participation in NSAA sponsored activities, and the activities rules of the NSAA member school for which the Student is participating; and,
- (4) Consent and agree to (a) the disclosure of the Member School at which the Student is enrolled to the NSAA, and subsequent disclosure by the NSAA, of information regarding the Student, including the student's name, address, telephone listing, electronic mail address, photograph, date of and place of birth, major fields of study, dates of attendance, grade level, enrollment status (e.g., full-time or part-time), participation in officially recognized activities and sports, weight and height of as a member of athletic teams, degrees, honors and awards received, statistics regarding performance, records or documentation related to eligibility for NSAA sponsored activities, medical records, and any other information related to the Student's participation in NSAA sponsored activities; and, (b) the Student being photographed, videotaped, audio taped, or recorded by any other means while participating in NSAA activities and contests, consent to and waive any privacy rights with regard to the display of such recordings, and waive any claims of ownership or other rights with regard to such photographs or recordings or to the broadcast, sale or display of such photographs or recordings.

(I am) (We are) the Student's [circle appropriate choice] (Parent) (Guardian). (I) (We) acknowledge that (I)(We) have read paragraphs (1) through (4) above, understand and agree to the terms thereof, including the warning of potential risk of injury inherent in participation in athletic activities. Having read the warning in paragraph (2) above and understanding the potential risk of injury to my Student, (I)(We) hereby give (my)(our) permission for _____ [insert student name] to practice and compete for the above named high school in activities approved by the NSAA, except those crossed out below.

BASKETBALL	GOLF	TRACK	PLAY PRODUCTION
CROSS COUNTRY	SOFTBALL	VOLLEYBALL	SPEECH
FOOTBALL	WRESTLING	BASEBALL	MUSIC

DATED this _____ day of _____, _____.

Name of Student [Print Name]

Student Signature

Parent \ Guardian Signature

****NOTE: Remove this page, sign and return it to the Coach/Sponsor before start of practice**

PARENTAL INSURANCE WAIVER

Student' Name _____

We, the undersigned, feel we have adequate insurance protection for our Son/Daughter while practicing or participating in Interscholastic Sports.

Parent's / Guardian Signature _____ Date _____

PERSONNEL DIRECTORY

Superintendent. Jerry Green
Principal. Nick Wernhoff
Assistant Principal/Activities Director. Andrew Christensen

FOOTBALL COACHES

Head Coach. . . . Adolph Shephardson
Assistants. Kyle Bradshaw
 Matt Dierks
 Dustin Humphrey
 TJ O'Connor
 Russel Simer
 Jason Thomas
Junior High. Cole Bradburn
 Josh Mlynarik
 Roy Prauner

BOYS BASKETBALL COACHES

Head Coach. . . . TJ O'Connor
Assistants. Ben Borgman
 Mark Bouwman
 Eric Jones
Junior High. Chris Eastman
 Roy Prauner

BOYS GOLF COACHES

Head Coach. . . . Dustin Humphrey
Assistant. Mike Mallette

BASEBALL COACHES

Head Coach. . . . Roy Prauner
Assistant. Brennan Clausen
 Jamie Warner
 Brandon Wynn

MUSIC DEPARTMENT

Instrumental . . . Mark Jones
Vocal. Samantha Bryan

VOLLEYBALL COACHES

Head Coach. . . . Sarah Rangel
Assistants Ron Spencer
 Beth Stratton
Junior High Gina Kotas
 Tara Greenough

GIRLS BASKETBALL COACHES

Head Coach. . . . Marty Plum
Assistants. Jessica Fleischman

Junior High. Mark Bouwman
 Allie Schliefer

TRACK COACHES

Head Coach. . . . Mandy Taylor
Assistants. Jim Meyer
 Adolph Shephardson
 TBA
Junior High. Mark Bouwman
 Ashlie Nelson
 Joseph Yun

STRENGTH/CONDITIONING

Coordinator. . . . Adolph Shephardson
Assistants. Dustin Humphrey
 Jason Thomas

CLUB SPONSORS

Drama. Kim Pace
FBLA Gina Kotas
MCC. Chriss Lloyd
Mock Trial. Sara Gross
NHS. Paul Bentley
PAC. Andrew Christensen
POPP. Micki Hernandez
Spanish. Anita Saalfeld
Speech. Sara Gross
Student Council. . . Sarah Wellman-High Horse
Skills USA. Dustin Humphrey
 Roy Prauner
Yearbook. Sheri Homolka
Quiz Bowl. Sara Gross

CROSS COUNTRY COACHES

Head Coach. . . . Kyle McMahon
Assistants. Rebecca McMahon
 Jim Meyer
Junior High. Ali Romans

WRESTLING COACHES

Head Coach. . . . Drew Welchert
Assistant. Jake Welchert
Junior High. Max Smith
 Jake Theisen

SOFTBALL COACHES

Head Coach. . . . Mandy Taylor
Assistants Delaney Appel
 Katie Shupe

DANCE TEAM SPONSOR

High School. Miranda
 Weingaertner

CHEERLEADER SPONSORS

High School. . . . Karli Johnson

GENERAL STATEMENT OF PHILOSOPHY FOR THE ACTIVITIES PROGRAM OF FORT CALHOUN PUBLIC SCHOOLS

The activities program of the Fort Calhoun Public Schools offers a wide-range of opportunities for student participation and benefit. All students are encouraged to become involved in the activities program, with participation restricted only by criteria established by various national, state, and/or local bodies. Those criteria address issues such as: academic status, competitive merit, disciplinary standing, age, and such other factors determined from time to time to be relevant and necessary.

Student participants and their parents are responsible for understanding and abiding by established regulations and procedures. All such regulations and procedures will comply with existing Board policy and other regulatory authority.

The activities program of Fort Calhoun Public Schools serves a variety of purposes, including:

- 1) Supporting academic achievement; **research indicates that students involved in co-curricular activities perform better in the classroom, are more apt to finish school, and are an indicator of success in an individual's chosen career;**
- 2) Teaching students important lessons about dedication, self-discipline, self-confidence, time management, teamwork, a good work ethic, and leadership skills; offering students lessons on dealing with success and failure;
- 4) Providing students with opportunities for safe and healthy social interaction;
- 5) Allowing students an alternative means of achievement and accomplishment;
- 6) Promoting home-school relations through providing a source of entertainment, creating a sense of community pride, and showing students at their best.

SPORTSMANSHIP

At its best, athletic competition can hold intrinsic value for our society. It is a symbol of a great ideal; pursuing victory with honor. **“As Fort Calhoun Pioneers’ be the leaders in Sportsmanship”**

The love of sports is deeply embedded in our National consciousness. The values of millions of participants and spectators are directly and dramatically influenced by the values conveyed by organized sports.

In the belief that the impact of sports can and should enhance the character and uplift the ethics of our school and athletic program, we have adopted the following: It is therefore agreed:

1. The essential elements of character building and ethics in sports are embodied in the concept of sportsmanship and six core principles: **“Trustworthiness, respect, responsibility, fairness, caring, and good citizenship.** The highest potential of sports is achieved when competition reflects these six pillars of character.”
2. Coaches, and school administrators will take the lead to promote sportsmanship and foster good character by teaching, enforcing, advocating, and modeling these ethical principles.
3. Our sports program will promote sportsmanship by enhancing the mental, social and moral development of athletes and teach them positive life skills that will help them become personally successful and socially responsible.
4. Participation in athletic programs is a privilege, not a right. To earn that privilege, athletes must conduct themselves, on and off the field, as positive role models who exemplify good character.
5. Everyone involved in athletic competition including fans has a duty to treat the traditions of the sport and other participants with respect. We all have the responsibility to model respectful behavior and the duty to refrain from disrespectful conduct, including verbal abuse of opponents and officials, profane and belligerent trash talking, taunting and unseemly celebrations.

PARTICIPATION GUIDELINES

The following regulations and guidelines reflect the framework of the district philosophy. These have been developed to serve as a guide to students, parents, coaches, sponsors, administrators, and Board of Education members in the development and administration of the district's activities program. These guidelines are written for all school activities. Coaches and or sponsors will provide additional information pertaining to each specific activity.

A. VARSITY ACTIVITIES

1. The purpose of varsity activities is to put forth the best competitive effort for the team in question. To that end, coaches will give playing time priority to those players (eligible for varsity competition) demonstrating the greatest ability, competitive nature, and team attitude. Playing time for many participants may be limited.

B. JUNIOR VARSITY ACTIVITIES

1. Junior varsity activities are designed to develop the talent needed for a competitive performance at the varsity level. Each participant at the junior varsity level will have the opportunity to play during each regular season contest provided that he/she has met all other criteria for participation and his/her playing will not create safety or welfare concerns. Coaches will give playing time priority to those players demonstrating the greatest ability, competitive nature, and team attitude.

C. RESERVE ACTIVITIES

1. Activities offered at the reserve level will emphasize the teaching of fundamentals, sportsmanship, teamwork, and competitive spirit.
2. Each participant on a reserve level team will play during each regular season contest provided that he/she has met all other criteria for participation and his/her playing will not create safety or welfare concerns. Coaches will give playing time priority to those players demonstrating the greatest ability, competitive nature, and team attitude.
3. If a reserve team is entered in a tournament, the team's goal will be to win as many tournament games as possible. To that end, participants judged by coaches to be the best qualified will receive playing time priority.

D. JUNIOR HIGH SCHOOL ACTIVITIES

1. Activities offered at the junior high level will emphasize the teaching of fundamentals, sportsmanship, teamwork, and competitive spirit.
2. Each participant on a junior high school team will play during each regular season contest provided that he/she has met all other criteria for participation and his/her playing will not create safety or welfare concerns.
3. To the extent possible, the athletic director will schedule contests for junior high school students equal to the maximum number allowable under state law.
4. The junior high activities will be organized using an A, B, and C structure. The top players will be on the "A" Team regardless of grade. The "B" Team will be comprised of the next group of players, and so on. With this structure, there could possibly be 7th and 8th graders playing on any of the three teams.
5. If a junior high school team is entered in a tournament, the team's goal will be to win as many tournament games as possible. To that end, participants judged by coaches to be the best qualified will receive playing time priority.

PHYSICAL EXAMINATIONS

The State Athletic Association rules require all high school athletes and Fort Calhoun Community School requires all junior high athletes to have a physical exam before starting athletic practices each

year. This exam may be any time after May 1, of the preceding school year. There are two means of meeting this requirement: 1. Family physician: 2. Group physicals. When a family physician is used obtain a current school physical form from the high school office.

INSURANCE

All athletic participants are encouraged to be covered by insurance. The school does not carry injury insurance coverage for athletics. However, this can be done in two ways:

- A. By having family insurance at home.
- B. Subscribe to insurance through the school.
 - 1) Football players can get football insurance policies through the school. This covers only football injuries.
 - 2) All other sports are covered by the all-student insurance, which is offered through the school each year at a nominal rate. Forms are available in the high school office.

CONCUSSION AWARENESS

Training to recognize the symptoms of concussions and brain injuries and how to seek their proper medical treatment shall be made available to coaches of the district's athletic teams.

The district will provide information on concussions and brain injuries to athletes and their parents or guardians prior to the beginning of practice or competition including at least:

- 1. The signs and symptoms of concussions;
- 2. The risks poses by sustaining a concussion; and
- 3. The actions a student should take in response to sustaining a concussion including the notification of coaches.

A student participating on a school athletic team shall be removed from a practice or game when reasonably suspected of having sustained a concussion or brain injury in that activity after observation by a coach or a licensed health care professional that is professionally affiliated with or contracted by the school.

The injured student shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student;

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

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity as required above, the parent or guardian of the student shall be notified by the school of the date and approximate time of the injury suffered by the student, the signs and symptoms of a concussion or brain injury that were observed, and any actions taken to treat the student.

CONCUSSION SIGNS, RISKS, ACTIONS AND RETURN TO PLAY INFORMATION

A concussion is a brain injury. Concussions are caused by a bump or blow to the head. Even a "ding," "Getting your bell rung," or what seems to be a mild bump or blow to the head can be serious.

You can't see a concussion. Signs and symptoms of concussion may show up immediately after the injury or may not appear to be noticed until days or weeks after the injury.

What are the signs and symptoms of a concussion?

If your child has experienced a bump or blow to the head during a game or practice, look for any of the following signs and symptoms of a concussion:

Signs Observed by Parents or Guardians

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

Symptoms Reported by Athlete

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

How can you help your child prevent a concussion?

Every sport is different, but there are steps that your children and you can take to protect them from injuries such as concussion:

- Ensure that they follow their coach's rules for safety and the rules of the sport.
- Encourage them to practice good sportsmanship at all times.
- Make sure they wear the right protective equipment for their activity such as helmets, padding, shin guards, and eye and mouth guards. Protective equipment should fit properly, be well maintained, and be worn consistently and correctly.
- Learn the signs and symptoms of a concussion.

What should you do when you think your child has suffered a concussion?

1. **Seek medical attention immediately.** A health care professional will be able to decide how serious the concussion is and when it is safe for your child to return to sports.

2. **Keep your child out of play.** Concussions take time to heal. Don't let your child return to play until a health care professional says it's OK. Children who return to play too soon – while the brain is still healing – risk a greater chance of suffering a second concussion. Repeat or later concussions can be very serious. They can cause permanent brain damage and affect your child for a lifetime.

3. **Tell your child's coach about any recent concussion.** Coaches should know if your child had a recent concussion. Your child's coach may not know about a concussion your child suffered in another sport or activity unless you tell him or her.

IT'S BETTER TO MISS ONE GAME THAN THE WHOLE SEASON.

The Risks: Concussions are known to be cumulative. That is, each time you have a concussion it is easier to get another concussion in the future. Repeated concussions can lead to long-term memory loss, psychiatric disorders, brain damage, and other neurological problems. If a person has had a number of concussions, the doctor likely will advise the person to avoid the activities that may put them at risk for future head injuries and to discontinue contact sports.

Return to Play Protocol

The majority of injuries will be simple concussions and such injuries recover spontaneously over several days. In these situations, it is expected that an athlete rapidly through the stepwise return to

play strategy. During this period of recovery in the first few days following an injury, it is important to emphasize to the athlete that physical AND cognitive rest is required. Activities that require concentration and attention may exacerbate the symptoms and result in a delayed recovery. This concept of “cognitive rest” appears to be of significant importance in student athletes.

The return to play following a concussion follows a stepwise process:

1. No activity, complete rest. Once asymptomatic, proceed to step 2.
2. Light aerobic exercise such as walking or stationary cycling, no resistance training.
3. Sport specific exercise (e.g.: running), progressive addition of resistance training at steps 3 or 4.
4. Non-contact training drills.
5. Full contact training after medical clearance.
6. Game play

With this stepwise progression, the athlete should continue to proceed to the next level if asymptomatic level and try to progress again after 24 hours.

In cases of complex concussion, the rehabilitation will be more prolonged and return to play advice should be more circumspect. It is recommended that physicians manage complex cases with a specific expertise in the management of such injuries.

An additional consideration in return to play is that concussed athletes should not only be symptom free but also should not be taking any pharmacological agents/medications that may affect or modify the symptoms of concussion.

Return to Learn

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

INJURY REPORTS - see page 25

- A. Any student, if injured on the way to school, during school, on the way home from school, or during a school sponsored activity, should make sure an injury report has been filled out and turned in to the office. If the student is covered by school insurance, it is her/his responsibility to report to the office to initiate the insurance claim. Claim forms can be secured at the high school office.
- B. Athletes injured in sports should make sure the coach has filled out and submitted an injury report to the office. Athletes, too, have the responsibility of follow-up - - to initiate the insurance claim, if the injury resulted in ambulance service, doctors care, or hospital expenses. Remember - insurance companies have no way of knowing about an injury unless you inform them through a claim form. Claim forms can be secured in the high school office.

EXTRA - CURRICULAR

DEFINITION

Extra-curricular activities include all school organizations and clubs, which involve performances/activities outside of the regular 8:00AM to 3:10PM school routine.

STUDENT ACTIVITY PARTICIPATION CODE

Before students are allowed to participate in school-sponsored activities, students and parents must sign the Parental Consent Form at the back of the handbook indicating they have read the Student Activities Handbook.

GENERAL RULES

APPEARANCE

- A. All participants will dress in such a manner as to be representative of the student body and community. Dress, which infringes upon the rights of others, will not be permitted.
- B. Any student dressed inappropriately will be sent home to change clothing before they are allowed to be with the activity/organization.

WEDNESDAY NIGHTS

The school will schedule no contests, games, or performances on family night. Practices are expected to be concluded by 5:30PM, with students out of the building by 5:45PM. Occasionally, however activities are held on Wednesday evenings when scheduled at the State or District level (these are beyond the school's control).

CHANGING ACTIVITIES

Students will be allowed to transfer from one activity to another during a given season only upon approval of both sponsors and the athletic director. Before a student will be allowed to compete, there will be a waiting period of five (5) practices.

STUDENT RESPONSIBILITIES

- 1. Students must take care of all obligations (equipment, fines, etc.) from their last activity before participating in another activity.
- 2. School owned equipment and uniforms are to be worn only at scheduled practices or games/meets.
- 3. All equipment is to be stored in and issued from equipment rooms. At no time is there to be a student in the equipment room without coaches/sponsors' permission.
- 4. Students are allowed to participate in an event or practice only if they are in school the second half of the day. The principal or athletic director may approve individual exceptions.
- 5. Students are to report to the practice/event area on time as set by the coach/sponsor.
- 6. In most situations, transportation to participate in school activities will be provided by the school District.
 - a) When the school provides transportation, students are required to travel to and from the activity with the team or organization. First violation will result in a 1 week activity suspension. (See c. below for exceptions)
 - b) Students are expected to behave appropriately while on school buses. The bus riding rules, as explained in the Parent/Student Handbook, will be enforced while being transported for activities.
 - c) Traveling in school transportation is required for safety and liability purposes and for developing team, organizational, and school spirit. The one exception in school transportation is when parents request that their child return from an activity with them or the parent of another student. This request must be in writing and must be given to the sponsor or coach prior to the return trip home. Parents must sign off on the travel list.

*Consequence for violating the student responsibilities are addressed in each activity's specific guidelines.

SPECIFIC RULES

INDIVIDUAL ACTIVITY GUIDELINES

Each activity has specific rules and regulations for the development of sportsmanship and ethical conduct within the parameter of the school's legal responsibilities (i.e. on school grounds or at a school sponsored activity).

All rules of behavior specific to an activity and the possible consequences of violating those rules are approved by the administration and then communicated to the participants and their parents prior to the start of an activity.

SUPERVISION

Each coach/sponsor is responsible for the supervision of students before, during, and after all functions. The coach/sponsor is required to be in the building until all students under his/her supervision are out of the school. Students are not to use facilities or equipment unless under direct supervision of a coach/sponsor or designated adult.

SCHOOL DISTRICT BUS RIDER RULES

Regular school conduct is required of all students. Any violations or causes of misbehavior will be reported to the transportation director. The following procedure will be utilized to ensure that everyone concerned realizes the consequences for inappropriate behavior on the bus:

SCHOOL CODE OF CONDUCT ELIGIBILITY POLICY WILL BE ENFORCED.

Please read and review these rules with your children.

1. While riding the buses, students are under the supervision of the school bus driver and must obey rules at all times. The driver has the responsibility to notify the transportation supervisor of misconduct; the transportation supervisor or the building principal has the authority to temporarily suspend a student from riding the bus.
2. Treat bus equipment as you would valuable furniture in your own home. Damage to seats, etc., will be paid for by the offender. Any damage should be reported to the driver. Knives or sharp objects of any kind are not allowed nor are firearms, pets, or other live animals. Smoking, eating, drinking, and use of profane or immoral language are prohibited on the school bus. The driver may assign the students seats and hold them responsible for their seats.
3. Students are expected to conduct themselves in a manner such that they will not distract the attention of their driver or disturb other riders on the bus. Students should not divert the driver's attention by talking to him, except in the case of an emergency.
4. Bus riders are expected to be courteous to fellow students and the driver. Horseplay, fighting, scuffling or slapping at others will not be tolerated on the bus. Seats may not be reserved.
5. Students should assist in keeping the bus clean, sanitary and orderly at all times. Paper, food or other objects should not be thrown on the floor of the bus. No cans or bottles will be allowed on the bus. Keep aisle and front door walk clear. Do not put feet in aisle. When departing from the bus remove all items, which were carried on to the bus.
6. Students are permitted to open windows if the driver consents. Hands, arms, and heads should be kept inside the bus at all times. No objects of any nature shall be thrown or passed into or from the bus door or windows by passengers or others. Students should refrain from calling out to passersby.
7. Noise on the bus should be kept to a minimum. The same behavior is expected on the school bus as in a classroom. Riders should not change seats while the bus is in motion. Absolute quiet is necessary when the bus is approaching and crossing a railroad track to allow the driver to listen for approaching trains.

8. Never tamper with the bus or any of its equipment, i.e. fire extinguishers, first aid kit, or emergency door. These are to be used only in case of an emergency by an authorized person.
9. If the emergency door or emergency window exits are found open or partially open, the bus driver should be immediately notified. The rear door is an EMERGENCY DOOR and should be used only in an emergency and at the direction of the driver. It is not to be tampered with. In case of an emergency, students are to follow the directions given by the driver and remain on the bus unless told to unload.
10. All school rules apply to buses. This is considered a part of the school day for those students who ride the bus.
12. Students who participate in activities shall ride to and from the activity on school-sponsored transportation. Written requests, **submitted to the coach and or sponsor of the activity**, may be made by parents asking that their student be allowed to go or return from the activity with the parents or with other parents. Such requests may be honored. At no time will students be allowed to ride home with other students or younger adults. While at the activity, students are to remain with the group at the site of the activity or other assigned site or staging area unless excused by the school sponsor. This policy has been created for the safety of students and for the convenience of the parents, instructors, and sponsors. First violation will result in a 1-week activity suspension.

ELIGIBILITY RULES

IN ORDER TO REPRESENT A NEBRASKA HIGH SCHOOL IN INTERSCHOLASTIC ACTIVITIES COMPETITION, A STUDENT MUST ABIDE BY ELIGIBILITY RULES OF THE NEBRASKA SCHOOL ACTIVITIES ASSOCIATION. A SUMMARY OF THE MAJOR RULES IS GIVEN BELOW. FOR ALL NSAA ELGIBILITY RULES GO TO nsaahome.org. CONTACT THE PRINCIPAL OR ACTIVITIES DIRECTOR FOR AN EXPLANATION OF THE COMPLETE RULE.

- 2.2.1 Student must be a bona fide student of their member school and have not graduated from any high school.
- 2.2.2 After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership beginning with his/her enrollment in grade nine.
- 2.3 Student is ineligible if nineteen years of age before August 1 of current school year – age 21 for non-contact Unified Sports athletes. (Student in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 or current school year)
- 2.4.1 Student must be enrolled in some high school on or before the eleventh school day of the current semester.
- 2.5.1 Student must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.
- 2.5.2 Student must have been enrolled and received twenty hours in school the immediate preceding semester.
- 2.6.2.1 **Guardianship does not fulfill the definition of a legal parent.** If a guardian has been appointed for a student, the student is eligible in the school district where his/her legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling.
- 2.6.3 A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days (See May 1, #2.7.7 Transfer List bylaw, page 10)
If a student has participated on a high school team at any level as a seventh, eighth, or ninth

grade student, he/she has established his/her eligibility at the high school where he/she participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.

Student eligibility related to domicile can be attained in the following manners:

- 2.6.9.1 If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible.
- 2.6.9.2 If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school he/she has been attending and retain eligibility.
- 2.6.9.3 If a student elects to remain at the high school where he/she initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, he/she is eligible at that school, or is eligible at a high school located within the school district in which the parents established their domicile.
- 2.6.10 If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile.
- 2.7.7 Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall at the transfer high school. Those students whose name does NOT appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
- 2.7.8 Nebraska transfer students must have signed and delivered all forms necessary to make such transfer to the school in which he/she intends to enroll for the 2021-2022 school year prior to May 1, 2021; for the student to be eligible. The school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May, 2021. The student would become ineligible for ninety school days the next fall if the student were to change his/her mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to his/her former district before 90 school days have elapsed, such student will be ineligible in the former district for the remainder of the 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered and accepted prior to May, 2021, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
- 2.7.9 Transfer to Home School District. Any student entering high school for the first time after promotion from grade eight who did not initially enroll in the high school located in the school district where the student's parents have their domicile, or a student who transfers back to a high school located in the school district where his/her legal parent(s) have established their domicile shall be ineligible for ninety school days.
- 3.5/3.1 Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport that are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport.
- 3.5.1 During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp or school. *(Refer to 3.5.1.1 for exception in Swimming & Diving.)
- 3.6 A student shall not participate on an all-star team while a high school undergraduate.
- 3.7 A student must maintain his/her amateur status.

FORT CALHOUN ELIGIBILITY

In addition to the observance of the Nebraska School Activities Association eligibility rules, the following rules are in effect for Fort Calhoun students.

ACADEMIC ELIGIBILITY

Eligibility List: The eligibility list comes out every week. This list of students indicates class work that is failing.

Any student becomes ineligible for all extracurricular activities upon receiving a failing mark in 1 subject until the grade becomes passing. Any student may appeal their eligibility status to the Eligibility Committee after a request has been made to the building principal.

An academically ineligible student may still participate in athletic practices, regular club meetings, and class field trips during the period in which that class meets.

Ineligible students are excluded from:

- All athletic competition
- All meetings, conventions outside the local school system
- All field trips, which cause students to miss other classes
- All evenings or after school activities (social or support) of school sponsored clubs, organizations, or groups
- The following music performances: NSAA contests, field contests, solos, ensembles, honor choir, honor band, pep-band, or performances during regular school hours that would require a student to be absent from classes other than music.

Further, the ineligible student will not be allowed to be in uniform for games or contests.

An exception to the Academic Eligibility Rule may be made for students that have qualified for a State contest or who hold a District or State office while being ineligible. The principal or activities director may make exceptions to the rules.

HELP – Homework Enrichment Learning Program a Grade Recovery Intervention Program-Grades 9-12

The purpose of the HELP is to provide extended learning time for students who are failing or are near failing. Therefore, when a student has any missing assignment or a D or an F, they will be placed in the HELP to assist in finishing any incomplete work. The HELP is designed to provide an additional learning environment outside of the normal academic day, with the availability of an individual instructor. Students will be placed in the HELP only when it is seen as helping them academically. Students will not be placed in the program as a punitive action. Once students have completed the required schoolwork, they will be excused from HELP. All students assigned to the HELP must hand in their completed assignment to the HELP supervisor.

The HELP will run on Monday – Thursday from 3:15 – 4:00pm. Designated HELP time will take precedence over extra-curricular events. If student is assigned to the HELP they will not be excused to attend extra-curricular activities until work is completed. If a student has been assigned a 45-minute detention on the same day as HELP the student will report to the HELP and serve their detention the following day.

Skipping assigned HELP time will result in the following punitive action being taken.

First Offense	Office Referral
Second Offense	Office Referral

HOMEWORK – Late Assessment Policy

Once an assignment is late a student will receive a reduction of 10% of the final grade they earned for that late assessment. Students will continue to receive a 10% reduction per day if an assignment is

turned in within a 5 school-days of the due date. After the 5 school days, students will then receive 50% of the credit they earned on the late assignment up until the assessment piece (test, project, or paper) is completed. After the summative assessment piece is given, students may receive a 0 for the incomplete assignment.

- *Junior high students with missing assignments will be required to stay 1 hour after school on Friday.

- *Junior high students may receive 50% credit up to the end of the semester because of the "Reward-Recovery" system.

- *The HELP system has been amended to include the option for teachers to assign HELPs for any student with a missing assignment, regardless of their grade. However, teachers will still be required to assign HELPs for students with missing assignments in a class where the student is earning a D or an F.

- *Assessments include: Homework, quizzes, projects, tests, and papers.

PROHIBITED CONDUCT

All participants in extra-curricular activities are required to observe the Student Code of Conduct as prescribed in the Parent/Student Handbook. A student becomes ineligible for all extra-curricular activities of the school program and suspension from all extra-curricular activities shall result when, during the school year (including fall practice), a sponsor, teacher, administrator or police officer has determined that there has been any violation of the Code of Conduct.

CODE OF CONDUCT FOR ALL STUDENTS OF FORT CALHOUN SCHOOLS Board Policy 5035

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

Short-Term Suspension

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork.

Emergency Exclusion

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

Weapons and/or Firearms

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the

initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in Neb. Rev. Stat. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults

which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
 - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
 - i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the

victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
- n. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

- 1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
- 2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
- 3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (Neb. Rev. Stat. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

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

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

ACTIVITY SUSPENSION FOR VIOLATING THE CODE OF CONDUCT

First Offense = Suspension from all privileges or participation in extra-curricular activities for two calendar weeks or the next 2 activities, beginning on the date from which the violation has been substantiated, or the duration of any suspension or expulsion under the Code of Conduct, whichever is longer. The student must continue to attend and participate in all practices during the suspension and after the SCHOOL suspension has ended.

Second Offense = Suspension from all privileges or participation in extra-curricular activities for two calendar weeks or the next 2 activities, beginning on the date from which the violation has been substantiated, or the duration of any suspension or expulsion under the Code of Conduct, whichever is longer. The student must continue to attend and participate in all practices and after the SCHOOL suspension has ended. A second offense includes both a second violation of the same provision of the Code of Conduct and violations of two separate (different) provisions of the Code of Conduct.

Third Accumulated Offense = Expulsion of all privileges or participation in all extra-curricular activities for the remainder of the school year.

PROCEDURE REQUIREMENTS

Activity suspension may be imposed only after the principal or designee has made an investigation of the alleged prohibited conduct. The principal or designee will hold a conference with the student involved to review the participation rules for all activities and the provision of the Code of Conduct which the student is suspected of having violated. The student shall be given oral or written notice of the alleged prohibited conduct and an explanation of the evidence the principal or designee has to support the

allegations and the student shall be given the opportunity to present his or her version. The principal or designee shall send a written statement to the student and to the student's parents or guardian describing the prohibited conduct, the reasons for the suspension, and the terms of the suspension.

SCHOOL SUSPENSION- (Assigned by an Administrator)

Students suspended from school are not permitted to participate in practices or events throughout the duration of the suspension. This applies to in school and out-of-school suspensions.

TRANSPORTATION TO ACTIVITIES

Students who participate in activities shall ride to and from the activity on school-sponsored transportation. Written requests, submitted to the coach and or sponsor of the activity, may be made by parents asking that their student be allowed to go or return from the activity with the parents or with other parents. Such request may be honored. At no time will students be allowed to ride home with other students or younger adults. While at the activity, students are to remain with the group at the site of the activity or other assigned site or staging area unless excused by the school sponsor. This policy has been created for the safety of students and for the convenience of the parents, instructors, and sponsors.

*First violation will result in a 1 week activity suspension.

COACHES' AND SPONSORS' DISCIPLINE

Notwithstanding the foregoing, any head coach or sponsor has the right to discipline students in any reasonable manner including suspension from practice for up to two days and for suspension from participation in one activity for any conduct the coach or sponsor deems to be inappropriate. In the event such incident is not reported and acted upon, it shall not constitute a first suspension under the activity code.

GENERAL STATEMENT

Activities sponsored and supervised by the Fort Calhoun High School are subject to all guidelines set forth by the Parent/Student Handbook.

FEES INFORMATION

ASSESSMENT OF FEES FOR STUDENTS ATTENDING THE FORT CALHOUN COMMUNITY SCHOOLS - 5045

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

A. Definitions

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

B. Listing of Fees Charged by this District

1. Guidelines for Clothing Required for Specified Courses and Activities

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

2. Safety Equipment and Attire.

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

3. Personal or Consumable Items.

The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

4. Materials Required for Course Projects.

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

5. Extracurricular Activities.

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

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

- Student activity card \$30.00
*Covers admission to all home extracurricular events; excluding
Conference, District or State Contests held at Fort Calhoun*
- Future Business Leaders of America \$25.00
- National Honor Society \$15.00

• Cheerleading and Dance	Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be \$1,400.00
• Football	Students must provide their own football shoes, undergarments, and mouth guards. The maximum dollar amount charged by the school district for these items will be \$400.00
• Golf	Students must provide their own golf shoes, undergarments, and clubs. The maximum dollar amount charged by the school district for these items will be \$600.00
• Softball and Baseball	Students must provide their own shoes, gloves, and undergarments. The maximum dollar amount charged by the school district for these items will be \$200.00
• Track, Volleyball, Wrestling, Cross Country, Basketball	Students must provide their own shoes and undergarments. The maximum dollar amount charged by the school district for these items will be \$150.00
• SkillsUSA	Student must purchase their own jackets. The maximum dollar amount charged by the school district for these items will be \$25.00
• Drama	\$25.00
• Speech	\$50.00
• Quiz Bowl	\$50.00
• Spanish Club	\$30.00
• POPP (Pioneers Overcoming Peer Pressure)	\$10.00

6. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a

course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution. The maximum dollar amount of post-secondary education charged by this district shall be \$325.00.

7. Transportation Costs.

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations. Bus service is available to option students on a first-come, first-serve basis. The charge for this service is \$350.00 per family per year.

8. Copies of Student Files or Records.

The district may charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records. The district does not charge for reproduction of student records.

9. Pre-Kindergarten Services.

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$140.00 monthly.

10. Participation in Summer School or Night School.

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$50.00 per class.

11. Charges for Food Consumed by Students.

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from the a la carte meals lines, a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

Breakfast Program – Grades K-6	
Regular Price	\$1.75
Reduced Price	.30

Lunch Program – Grades K-6	
Regular Price	\$2.55
Reduced Price	.40

Breakfast Program – Grades 7-12	
Regular Price	\$2.25
Reduced Price	.30

Lunch Program – Grades 7-12	
Regular Price	\$2.90
Reduced Price	.40

12. Charges for Musical Extracurricular Activities.

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

- Band
Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers. The maximum dollar amount charged by the district for these materials will be \$150.00
- Vocal Music/Swing Choir
Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$200.00

13. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$70.00.

C. Waiver Policy

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal and a written request for each fee they wish waived.

D. Distribution of Policy

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

E. Voluntary Contributions to Defray Costs

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

F. Fund-Raising Activities

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

G. Student Fee Fund

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

NOTICE OF NON-DISCRIMINATION – (Also refer to Board Policy 3057)

Fort Calhoun Community Schools does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all. Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited. Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district's complaint procedures. Inquiries regarding compliance with any of the laws referred to in this policy may be directed to: Jerry Green, who may be contacted in writing at 5876 County Road P43, PO Box 430, Fort Calhoun, NE 68023, at jjgreen@ftcpioneers.org by email or by telephone at (402) 468-5596 or to the district's Title IX and/or Section 504/ADA Coordinator.

*"You must learn to make the choices and accept the consequences.
(Good or Bad) of your choices."*

TITLE IX POLICY-3057

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

1. Title IX Coordinator

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

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

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

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

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

comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R.106.45(b)(1)(iii).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

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

2.6.5. **Domestic violence**, as defined in 34 U.S.C.12291(a)(8), which includes felony or misdemeanor

crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

3. Discrimination Not Involving Sexual Harassment.

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

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

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

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

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

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

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

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

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

3.3. Complaint Procedure. All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006

4. Response to Sexual Harassment

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

4.2. General Response to Sexual Harassment. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat

complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

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

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

5. Grievance Process for Formal Complaints of Sexual Harassment.

5.1. General Requirements.

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

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

5.1.3. Absence of Conflicts of Interest or Bias. The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-

maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

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

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

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

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

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

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

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

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

5.1.7. Range of Possible Sanctions and Remedies. Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state

and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

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

5.2. Notice of Allegations.

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

5.2.1.1. A copy of this policy.

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

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

5.3. Dismissal of Formal Complaint.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in

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

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

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

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

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

5.7. Determination Regarding Responsibility

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

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

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

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

- 5.7.2.3. Findings of fact supporting the determination;
- 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
- 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

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

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

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

- 5.8.2.1. Procedural irregularity that affected the outcome of the matter;
 - 5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - 5.8.2.3. The Title IX Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- 5.8.3.** As to all appeals, the district will:
- 5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

5.8.3.6. Provide the written decision simultaneously to both parties.

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

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

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

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

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

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

5.10. Recordkeeping.

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

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

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

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

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

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

7. Access to Classes and Schools.

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

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

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

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

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

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

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

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

skill or the activity involved is a contact sport.

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

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

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

10.1. Specific Circumstances.

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

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

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

12. Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents

or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

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