

Mission: *Lifelong learners will be inspired and developed through effective teaching in a safe and caring environment.*

Vision: *Respect – Pride – Excellence for All*

AGENDA
BOARD OF EDUCATION – REGULAR MEETING
Instructional Planning Center/Huron Arena
Monday, January 11, 2021
5:30 p.m.

The meeting can be viewed live from a link on the School's website at <http://huron.k12.sd.us/watch-school-board-meetings/>. In the days following the meeting, the meeting can also be viewed on the local cable TV public access channel 6.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **According to SDCL 13-8-14, the Board of Education's first order of business is to swear in Kristi Glanzer as a new term board member.**
4. **Roll Call**
5. **Adoption of the Agenda**
6. **Dates to Remember**

January 13	Early Release
January 18	Martin Luther King Holiday – No School
January 25	Board of Education Meeting – 5:30 p.m. - IPC
January 25	HHS Registration Open House 5:30 – 8:30
January 29	Earliest Date to Begin Circulating or File Nomination Petitions for School Board Election
February 3	Early Release
February 8	Board of Education Meeting – 5:30 p.m. - IPC
February 15	President's Day – No School
February 22	Board of Education Meeting – 5:30 p.m. – IPC
February 26	5:00 p.m. – Deadline for Filing Nominating Petitions for School Board Election
April 13	School Board Election
7. **Community Input on Items Not on the Agenda**
8. **Conflict Disclosure and Consideration of Waivers** - The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
 - a)
9. **CONSENT AGENDA**

The superintendent of schools recommends approval of the following:

 - a) **Approval and/or Correction of Minutes of Previous Meetings**
 - b) **Consideration and Approval of Bills**
 - c) **Approval and/or Correction of the Financial Report**
 - d) **Board Approval of New Hires**

As was mentioned previously, classified personnel, substitute teachers/classroom aides, and volunteers must be approved in order to be covered by our workers' compensation plan.

 - 1) Dorajean Wipf/Special Education Para-Educator-Madison/\$15.87 per hour

- 2) Jeremy James/Cleanup Crew Custodian/\$16.57 per hour
- 3) Jasmine Sifuentes/School Nutrition-Washington Cashier/\$14.84 per hour
- 4) Sierra Wieseler/Student Teacher at Madison 2/3 Center
- e) **Contracts for Board Approval**
 - 1)
- f) **Resignations for Board Approval**
 - 1) Janeel Deming/Food Service-Assistant Cook-MS/1 year
 - 2) Lisa Sargent/Transportation Dept-Bus Driver/28 years
 - 3) Heather Sieh/8th Gr Girls' BB Coach/3 years
 - 4) Abby Masat/8th Gr Girls' BB Coach/3 years
- g) **Set 2021 Combined City/School Election Date – April 13, 2021**
- h) **Combined Election Agreement with City of Huron for 2021**
- i) **Advertising Agreement Renewal – Huron Arena:**
Precision Auto Body Design

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he/she may do so.)

**10. CELEBRATE SUCCESSES IN THE DISTRICT:
 CONGRATULATIONS:**

- **Shelly Buddenhagen** for being selected the 2020 Volleyball SD High School Coaches Association Coach of the Year voted on by all members of the SDHSCA
- The following varsity teams & fine arts groups have achieved a combined grade point average of 3.0 or higher & are eligible to receive the **SDHSAA Academic Achievement Award:**
 - Girls Tennis
 - Boys Golf
 - Girls Cross Country
 - Boys Cross Country
 - All-State Chorus
 - All-State Orchestra
 - Football Team
 - Football Cheerleaders
 - Competitive Cheer
 - Competitive Dance
 - Volleyball Team
 - Oral Interpretation
 - Boys Soccer
 - Girls Soccer
- **Mary Moe (Para-Educator-HHS)** on the birth of her granddaughter, LuAnn Adelia Winter born on Thursday, November 12, 2020.
- **Amanda (Special Education Teacher- Washington 4/5 Center and Travis (Teacher – HMS) Ladwig** on the birth of their daughter, Maxlyn Ava Ladwig born December 23rd. Maxlyn weighed 7lbs 5oz and was 20 inches long.

THANK YOU TO:

- We would like to thank the following individuals who were willing to work during the Christmas holiday to help with the water cleanup at the arena. Workers included **Charlie Warner, Reedy Berg, Mike Arnold, Darla Halbkat, Chad Beck, Gina Gabriel, Sam Ramirez, Mark Harmon, Russ Forrest, Mike Dramstad, James Stueckrath, Kelly Christopherson, John Halbkat, Terry Rotert, Zach Hebbert, Sandy Swenson, Dale Shoemaker, Dean Hirschhorn, Cheryl Wendel, Mark Pomerico, Jonalyn Harman, Glenn Martinson, and Steve DeBoer.** These people stepped up and addressed the severe water damage that occurred during the evening and morning of the 23rd of December.
- **HOPE Lutheran Church** for their donation of winter gloves to the Buchanan K/1 Center and the Madison 2/3 Center.

11. REPORTS TO THE BOARD:

- a) “Good News” Report – CTE Program – Jolene Konechne
- b) LAN Report – Tim Van Berkum
- c) Business Manager’s Report
- d) Superintendent’s Report

12. OLD BUSINESS

- a)

13. NEW BUSINESS

- a) Request to Use the Madison School Gym – Dru Strand and Dave Harrington, on behalf of a 3rd grade boys basketball team, would like to request the use of the Madison Gym during the months of January and early February 2021 for basketball practice. This would involve 7 – 8 kids and would be limited to no parents watching and no games. Mr. Strand and Mr. Harrington understand the practice sessions need the Board’s approval if the district is still operating in “yellow”.
- b) Request to Allow Parents into the School Buildings for Parent/Teacher Conferences and High School Registration. This request needs Board approval if the district is still operating in “yellow”.
- c) Draft Calendar 2021-2022 – Calendar Committee Recommendation
- d) Policy ICA – School Calendar
- e) Policy ACAA: Sexual Harassment (HSD Current Policy-Updated Jan. 2019) + Proposed Policy – ASBSD (Last Reviewed Aug. 2020) – Introduction
- f) Governing Board Annual Review Questionnaire

14. EXECUTIVE SESSION

1-25-2 Executive or closed meetings may be held for the sole purposes of:

- (1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term “employee” does not include any independent contractor.
- (4) Preparing for contract negotiations or negotiating with employees or employee representatives.

15. ADJOURNMENT

STATE OF SOUTH DAKOTA

County of Beadle

OATH

I, **Kristi Glanzer**, of Huron School District #2-2, having been elected as School Board member of Huron School District, in Beadle County, South Dakota, do solemnly swear that I will support the laws and Constitution of the United States and the State of South Dakota and will faithfully perform the duties of School Board membership and by filing a bond if required by law and having it approved.

Kristi Glanzer

Subscribed and sworn to before me this 11th day of January 2021.

Tim Van Berkum
Chairman – Huron Board of Education

I Jameel Deming resign as of
December 22nd

Jameel Deming

12-21-2020

This letter is to inform you of my intent to retire effective June 30, 2021. After 28 years of working for the Huron School District, I have decided it is time to hang up my keys. I will miss all of my great coworkers, however, what I will miss the most are the kids smiling faces every day. I have very much enjoyed my time at this job and have made many great friends over the years. Although it is bitter sweet leaving, I am looking forward to new adventures, grandkids, travel, lake time and maybe a few new hobbies.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Sargent". The signature is written in black ink and is positioned below the word "Sincerely,".

January 4, 2021

To: Terry Rotert
Athletic Director
Huron School District

1-5-21



Dear Mr. Rotert,

Please accept this letter of resignation for my position as an 8th grade girls basketball coach for the Huron School District effective after the 2020-2021 season is complete.

I have enjoyed coaching the 8th grade girls and appreciate the opportunity to do so but I am no longer able to dedicate the time and commitment required for this position. Thank you for all the support given to the program during my time as a coach. I still look forward to supporting and cheering on the team in the years to come!

Sincerely,



Heather Sieh
605-353-6900
Heather.sieh@k12.sd.us

January 5, 2021

1-5-21



Dear Huron School District Board Members,

I would like you to inform you that I am resigning from the eighth grade girls basketball position for the upcoming year. Through this position, I have had many wonderful experiences and have gotten to know many members of the Huron community. With the arrival of a baby in May and living out of town I will not be able to devote as much time as necessary to this position next year.

Thank you for the opportunities for professional and personal development through coaching middle school basketball. I have enjoyed working for such an outstanding athletics program.

Please let me know if I can be of assistance during this transitional process.

Sincerely,

Abby Masat

COMBINED ELECTION AGREEMENT

This agreement is entered into between the City of Huron and Huron School District 2-2; both political subdivisions of the State of South Dakota, for the purpose of conducting a combined election as provided under the provisions of SDCL 9-13-37, 13-7-10.3 and 12-2-5.

EFFECTIVE DATE: This agreement shall become effective on the date that all parties have signed the agreement.

PURPOSE: It is the purpose of this agreement for the parties to conduct their individually required elections in one combined election. The combined election will be held on April 13, 2021 which is the date of the regular city/school election. Elections are being combined to save tax dollars on the cost of individually conducted elections and to encourage a better voter turnout for all entities.

COST SHARING: The parties to this agreement shall share the costs of the combined election as set forth herein.

Each Governmental entity shall publish its own required notices, except where they may by law be jointly published. The cost of jointly published notices shall be shared proportionately by ballot issue and/or candidate.

Salaries and expenses of election boards within the city shall be shared equally by the parties. If any of the parties of this agreement are not required to have an election, only those costs of the joint action, if any, to the point of withdrawal will be shared. The remainder of the election costs will be borne by the remaining party conducting the election.

The cost of all jointly used materials (ballots, poll books, etc.) will be shared equally. Each entity will pay the cost of its individually used materials and supplies.

Data processing costs (setup, test run, ballot count) incurred shall be shared proportionately by ballot issue and/or candidate.

BALLOTS AND ABSENTEE BALLOTS: It is agreed that there will be one ballot used for the combined election. Absentee ballots shall be available at the city office or the office of the school district. Protective measures will be taken so no voter can vote absentee more than once.

CANVASSING THE VOTE: It is agreed that the City of Huron and the Huron School District shall each canvass the ballots according to the governing laws of each party.

The City Finance Officer and the School Business Manager are directed to cooperate in any manner that will accomplish the purpose and intent of this agreement in order to facilitate this combined election in the most efficient and economical manner.

CITY OF HURON

HURON SCHOOL DISTRICT 2-2



Gary Harrington, Mayor

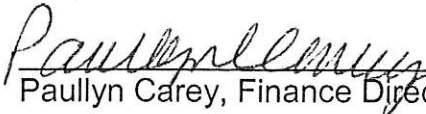
Tim Van Berkum, School Board President

01/05/2021

Date

Date

ATTEST:



Pullynn Carey, Finance Director

Kelly Christopherson, Business Manager

01/05/2021

Date

Date

Arena

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this _____ day of _____, 20____, by and among PRECISION AUTO BODY DESIGN ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated February 8, 2016 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year from and after January 1, 2021, and ending on December 31, 2021.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,500 (two thousand five hundred dollars), payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial *cd*

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021.

Payment #1: \$ 625 Payment due on or before Feb 28, 2021

Payment #2: \$ 625 Payment due on or before April 30, 2021

Payment #3: \$ 625 Payment due on or before July 31, 2021

Payment #4: \$ 625 Payment due on or before Dec 31, 2021

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: Precision Auto Body Design

By Warren W Storm
[authorized signature only]

Warren Storm
[print or type name clearly]

Title Owner

Dated 12-30-2020

Address: 1278 Lincoln Ave. S.W.

City, State, Zip: Huron, S.D. 57350

Phone: 605-352-5353

Fax: 605-352-5566

Email Address: warren@precisionautobodydesign.com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this 8th day of February, 2016, by and among PRECISION AUTO BODY DESIGN ("Advertiser"), and HURON SCHOOL DISTRICT 2-2 ("Owner").

WHEREAS, the Owner has marketed to the Advertiser certain advertising rights and the Advertiser desires to acquire certain advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

1. Granting of Advertising Rights. Subject to the terms and conditions of this advertising agreement the Owner hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the facilities (collectively, the "Facility") as more particularly described on Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising specifications hereunder shall be provided by Owner in accordance with Attachment A at all events to be held within, around and/or at the Facility.
2. Fabrication of Panel(s). The initial advertising panel or panels, as well as other initial advertising that may be in the form of banners or other on-premise signage, if any, described on Attachment A shall be provided by the Advertiser. Advertiser is solely responsible for submission of all logo and associated artwork for use on printed items, advertising panels, advertising copy, and promotional items and other. Advertiser shall pay any expenses incurred due to signage. Advertising copy layout approval is required by both the Owner and the Advertiser.
3. Term. This Agreement and the grant of Advertising hereunder shall be for a term of eleven (11) months beginning on February 1, 2016 and ending on December 31, 2016.
4. Advertising Fees. In consideration for the Advertising granted in Attachment A, Advertiser shall pay the sum of Two Thousand Two Hundred Ninety-Two Dollars (\$2,292), payable per Attachment B (Payment Schedule). The payments shall be directed to the Owner at the address specified on the signature page hereof. Any applicable sales, use privilege, ad valorem, excise or other similar taxes shall be paid by Advertiser in addition to Advertising Fees.
5. Casualty; Impairment; Extension. In the event of casualty, condemnation, material damage or destruction of the Equipment and other components, Customer shall timely replace or repair the Equipment and other components. In such event, or if the Facility is otherwise not used for scheduled events, Customer agrees to provide to Advertiser, an extension of the Advertising provided hereunder for events similar in type and exposure and held at the Facility, as deemed appropriate by Customer in the exercise of its reasonable discretion. Payment of all Advertising Fees due during any such extension shall be made in accordance with Section 4.
6. Nonpayment. In the case of Advertisers' failure to pay the Advertising Fees hereunder within twenty (20) days of due date, Owner shall have the right to declare immediately due and payable the present value (discounted using a 8.5% rate of interest) of all future payments together with amounts then owed, together with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity.

Advertiser Initial as

Owner Initial DW

7. Limitation of Liability. The entire liability of Owner to Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Owner be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Owner knew or should have known of the possibility of such damages. Except with respect to, and to the extent of, prepayments of Advertising Fees hereunder, Advertiser hereby releases Owner from any future claims, demands, actions, causes of action, liabilities or damages to the extent directly or indirectly resulting from the negligence or fault of the Owner or the Owner's agents or employees with respect to its operation of the Equipment or otherwise.

8. No Warranties. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ATTACHMENT A TO THIS AGREEMENT, OWNER EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Assignment. This Agreement shall not be assigned by Advertiser nor shall Advertiser grant to any other person any of its rights without the prior written consent of Owner.

10. Marketing Materials. The Advertiser acknowledges and agrees that Owner may, and hereby authorizes Owner to take and utilize in any of its marketing materials photographs of the Equipment and inventory upon and after installation; provided, however, that the depiction of the Advertiser's (or their respective affiliates') trademarks or logos, if any, in such photographs shall be incidental to the principal subject, and the Equipment.

11. Miscellaneous. No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, and delinquencies of suppliers, intervention of any governmental authority or acts of war or terrorism. The parties agree that if any part or provision of this Agreement is in any manner held to be invalid, illegal, void, or in any manner unenforceable, or to be in conflict with any law, or governing bodies or the Owner's rules or regulations, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Neither Advertiser, nor Owner are partners or joint venturers with the other or others.

Advertiser Initial CS

Owner Initial DL


ATTACHMENT A
ADVERTISING SPECIFICATIONS

VICTORY PARTNERSHIP PACKAGE FOR THE HURON ARENA

SIGNAGE ENTITLEMENTS

Main Arena

- One (1) panel on north end of arena on railing surrounding main floor. Approximately 3' h x 4' w.
- One (1) lighted panel in an arena well.
- One (1) panel on a lower arena well.
- One (1) panel on concourse stairwell railing.

Advertiser Initial 

Owner Initial 

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: Precision Auto Body Design

By Warren W Storm
[authorized signature only]

WARREN W. STORM
[print or type name clearly]

Title OWNER
Dated 1-30-16

Contact Information

Name: _____
Address: _____
City, State, Zip: _____
Phone: 352-5353
Fax: _____
Email Address: _____

OWNER: HURON SCHOOL DISTRICT 2-2

By David Wheeler
[authorized signature only]

David Wheeler
[print or type name clearly]

Title President
Dated 2/8/16

Contact Information

Kelly Christopherson, Business Manager
Huron School District 2-2
PO Box 949
Huron, SD 57350
605-353-6995
Kelly.christopherson@k12.sd.us

2019-2020 CTE

Good News Report

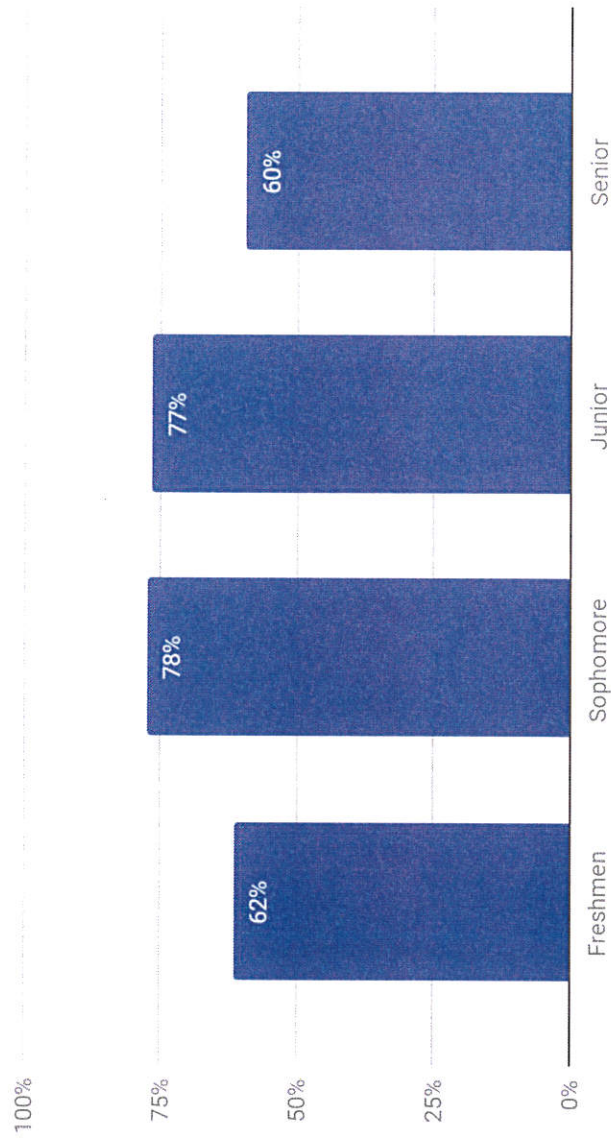
Huron School District
January 11, 2021

Students Enrolled in CTE Courses



Spring 2021

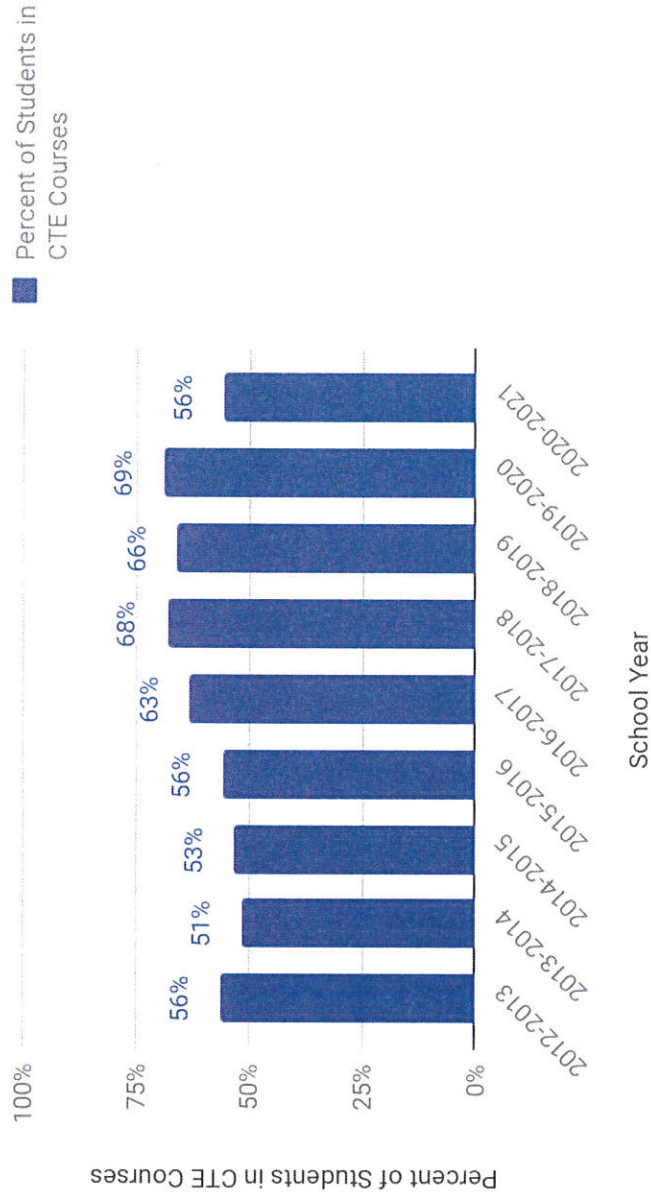
Percent of Grade enrolled in at least 1 CTE Course



CTE Enrollment History



Percent of Kids IN CTE Courses vs. School Year Enrollment





Courses Offered

- Welding I, II, III, IV
- Auto I, II, III, IV
- Building Trades
- Principles of Biomedical Science (PLTW)
- Intro to Business
- Acctng I & II
- Intro to Networking
- Computer App/Advanced Comp. App
- Intro to A/V
- MultiMedia Design (drones)
- Horticulture
- Animal Science
- Companion Animal
- Middle School FACS
- ProStart 1 & 2
- Foods & Nutrition
- Human Development: Prenatal-Toddler
- Human Development: Preschool - School Age
- Consumer Economics
- MS FACS

Project Lead the Way - Launch

- All K-5 classroom teachers were trained last fall.
- 4 modules per grade level (1 per quarter)



February ~ CTE Month

CTE programs offer students content-rich programs containing both academics and hands-on skills that can prepare students to take on jobs for the 21st century and give them a solid foundation upon which to build.



CTE Center Addition Update



To: Nebelsick, Terry <Terry.Nebelsick@k12.sd.us>
Subject: [EXT] Using Madison School for 3rd grade basketball practice

From: Dave Harrington
Sent: Monday, December 28, 2020 8:52 AM
To: terry.nebelsick@k12.sd
Subject: terry.nebelsick@k12.sd.us.url

Terry,

Dru Strand and I are wondering if we could use Madison School's gym on Sunday's to hold some practices for a 3rd grade boys basketball team. We would like to practice in January and early February. Dru talked to Mrs. Rozell and she said it would be ok with her, but we need to talk to the school board to get approval. How would we go about doing this? It would be Dru and myself and about 7 to 8 kids. We would limit it to no parents watching and don't plan on hosting any games, it would be a practice only.

Please advise how we need to move forward, so we can try to get approval from the school board.

Thanks for your help with this,

Dave Harrington
Site Ops. Manager
TrueNorth Steel - Huron
605-353-8786 Direct
605-354-2843 Mobile
www.TRUENORTHSTEEL.com

Celebrating 75 Years of Steel





Huron School District Academic Calendar 2021-2022 School Year

Calendar Committee – End Sem B4 Christmas

(PTC / OH / ER subject to change)

AUGUST 2021 7						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	+9+*	+10	+11	+12	+13	14
15	16	△17△△	△18	△19	△20 hex	21
22	23	24	25	26	27	28
29	30	31				

+ New teach workdays + + New teach lunch/sub in-service △ Teach In-serve △△ All Staff In-service 9:30-12:15
 ○ Aug 23 - 1st Day of School ✓ Kindergarten Screen ✕ Aug 27 - Kindergarten 1st Day

JANUARY 2022 20 = 20 = 102						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1*
2	3	4	5	6	7	8
9	10	11	12+	13	14	15
16	17**	18	19	20	21	22
23	24✕	25	26	27	28	29
30	31					

+ New Year's Day Holiday + Early release +♦♦ Martin Luther King Holiday
 ✕ High School Registration Open House 5:30 – 8:30

SEPTEMBER 2021 19 = 26						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1+	2-	3-	4+
5+	6+	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

+ State Fair (no school) Sep 2 thru 6
 + Early release (Sep 1 In-service / State Fair) (TBA - Homecoming Parade)
 ✕ HS PT Conferences (5:30-8:30 pm)

FEBRUARY 2022 19 = 39 = 121						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2+	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21-	22-	23	24-	25	26
27	28					

+ Early release + Presidents' Day -4-5 PT Conf (3:30-6:45)

OCTOBER 2021 20 = 46						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5-	6+	7-	8	9
10	11-	12	13	14	15	16
17	18	19	20	21	22	23
24	25-	26-	27	28	29	30
31						

+ Native American Day + Early release -4-5 PT Conf (3:30-6:45)
 --MS PT Conf (3:30 to 6:30)

MARCH 2022 21 = 60 = 142						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2+	3	4	5
6	7-	8-	9	10	11-	12
13	14**	15**	16	17	18-	19
20	21*	22*	23	24	25	26
27	28	29	30	31		

* K-1 PT Conf (3:30-6:45) ** 2-3 PT Conf (3:30-6:45) -- MS PT Conf (3:30-6:30)
 ✕ HS PT Conf (5:30-8:30) + Early release + Spring Break

NOVEMBER 2021 19 = 65						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3+	4	5	6
7	8+	9+	10	11-	12	13
14	15**	16**	17	18	19	20
21	22	23	24+	25**	26**	27
28	29	30				

+ Early release + Vet Day * K-1 PT Conf (3:30-6:45) ** 2-3 PT Conf (3:30-6:45)
 ✕ HS PT Conf (5:30-8:30 pm) ♦♦ Holiday Break

APRIL 2022 19 = 79 = 161						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6+	7	8	9
10	11	12	13	14	15-	16
17	18-	19	20	21	22	23
24	25	26	27	28	29	30

+ Early Release
 + Vacation

DECEMBER 2021 17 = 82						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8+	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23+	24	25
26	27	28	29	30	31	

+ Early release + Holiday Break

MAY 2022 13 = 92 = 174						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4+	5	6	7
8	9	10	11	12	13	14
15	16	17-	18 c+s	19	20	21
22**	23	24	25	26	27	28
29	30*	31				

○ Last day of classes □ Teacher Checkout ♦ Memorial Day + Early release
 ■ Baccalaureate
 - 8th grade promotion
 ** Graduation

ELEMENTARY/MIDDLE SCHOOL/HIGH SCHOOL

Quarter will end on date set at grade level.

End of 1st Semester - (82 days)
 End of 2nd Semester - (92 days)

Staff Development) Early Release Days

Sep 1 Oct 6 Nov 3 Dec 8
 Jan 12 Feb 2 Mar 2 Apr 6 May 4
 (Sep 7, Nov 25, Dec 23, May 18 also Early Release)


MAKE-UP DAYS FOR SNOW: May 19, 20, 23, 24, 25, 26, 27

CONFERENCES: (All to be determined by principals after calendar approved)

K & 1st Gr Center: Nov 8, Nov 9, Mar 21, Mar 22
 2nd & 3rd Gr Center: Nov 15, Nov 16, Mar 14, Mar 15
 4th & 5th Gr Center: Oct 5, Oct 7, Feb 22, Feb 24
 Middle School: Oct 25, Oct 26, Mar 7, Mar 8
 High School: Sep 27, Nov 30, Mar 22, (Jan 24 Registration Night)

GRADUATION Sunday, May 22, 2022 2:00 p.m., Huron Arena

174 Student Contact Days
 2 Conference Days
 4 Teacher In-Service Days
 .5 Teacher Check-out (1/2 day)
 180.5 Total Teacher Days

	Huron School District #2-2	Code:
	Policies and Regulations	ICA – School Calendar

School Calendar

Prior to establishing a school calendar for the coming year, the superintendent will convene a committee, which shall include administrators and representatives from the teacher’s association. The committee may also include representatives from other employee groups and parents, and will be convened no later than March 15. After consideration of possible variations of the calendar, the committee will propose a calendar to be considered by the school board. The committee will forward calendar recommendations to the board regarding dates for the starting and closing of the school year, in-services, teacher checkout days, vacations, parent-teacher conferences, etc.


In the event that changes in the calendar may be necessary (e.g., days missed because of weather-related closings, etc.), the superintendent will consult with committee members to determine how the days will be made up.

The standard school year will consist of 180.5 contract days. For the purpose of per diem salary computations, the school calendar will include days school is in session, total teacher workshop days, plus days on extended contract (if applicable).

Final authority regarding the calendar, including make-up days, rests with the school board.

Material for January board meeting:

Introduction for policy update / change for Title IX Sexual Harassment

	Huron School District #2-2	Code: ACAA
	Policies and Regulations	Sexual Harassment

Sexual Harassment

Section 1 – Policy Statement

The District is committed to a school environment which is free from sexual harassment and conducive to all students' educational opportunities. Sexual harassment can inhibit a student's educational opportunities and an employee's work. Sexual harassment of students attending school in the District or students from other schools who are at a District activity, and sexual harassment of school employees, school volunteers, parents, guests, visitors and vendors of the District shall also not be tolerated and is strictly prohibited.

All students, school employees, school volunteers, parents, guests, visitors and vendors shall conduct themselves in a civil and responsible manner and in a manner consistent with school policies. This policy prohibiting sexual harassment shall apply to all students, school employees, school volunteers, parents, guests, visitors and vendors while on school property, while attending or participating in school activities, on school-owned property or on non-school property, while in any school-owned or leased vehicle, while at a school bus stop, or when in a private vehicle located on school property during school or during school activities.


The District shall investigate all reported instances involving sexual harassment. Attempts to informally or voluntarily resolve the complaint should not delay the commencement of the District's investigation. Unless a different person is designated by the Superintendent to conduct the investigation, the school administrator of the school attendance center where the sexual harassment is alleged to have occurred is responsible for investigating the alleged sexual harassment. Allegations of sexual harassment may also be reported by the administration to other authorities, including but not limited to law enforcement.

The District will maintain confidentiality to the maximum extent possible under the circumstances. However, a person reporting sexual harassing conduct must understand that should the administrator who is investigating the report determine there is reasonable cause to suspect that sexual harassment did occur which could result in administrative discipline or a referral to the School Board, the person alleged to have sexually harassed another person may have the right to know the identity of the person(s) making the report in order that he/ she may have an opportunity to defend himself/herself.

The District strictly prohibits retaliation against any person because he or she has made a report, testified, assisted, or participated in the investigation of a report of alleged sexual harassment. Retaliation includes, but is not limited to, any form of verbal or physical reprisal or adverse pressure. The person(s) alleged to have sexually harassed another person shall not directly or indirectly (such as through a third person) harass, pressure, or retaliate against any other person because of the complaint being reported. A violation of this provision may lead to separate disciplinary action based on the retaliation. Any person who believes he or she is being subjected to retaliation because of his or her involvement with a sexual harassment report should immediately contact a school administrator.

Students who violate this policy shall be subject to appropriate disciplinary action, up to and including expulsion. Employees who violate this policy shall be subject to appropriate disciplinary action, up to and including termination of employment. School volunteers, parents, guests, visitors, and vendors who violate this policy may be prohibited from being on school property.

Complaints against school employees and complaints related to bullying are addressed through other school district policies and not through this policy.

	Huron School District #2-2	Code: ACAA
	Policies and Regulations	Sexual Harassment

SECTION 2 – Sexual Harassment Defined

Sexual harassment is defined as sexually oriented words and actions which tend to annoy, alarm or be physically or verbally abusive toward another person and which serve no legitimate or valid purpose regardless of the intent of the person accused of the sexually harassing conduct. Not all harassment falls within the definition of sexual harassment (i.e., harassment that is of a sexual nature). Other laws, regulations and policies also prohibit inappropriate conduct and provide a means for addressing inappropriate conduct should it occur.

Sexual harassment is a specific type of harassment which is prohibited under this policy. Examples of sexual harassment include, but not limited to:

1. Unwelcome sexual flirtations, advances or propositions;
2. Verbal comments, jokes, or abuse of a sexual nature;
3. Graphic verbal comments about an individual's body;
4. Sexually degrading words used to describe an individual;
5. Displaying pornographic material;
6. Physical contact or language of a sexually suggestive nature.

SECTION 3 – Sexual Harassment Reporting Procedure

Any individual who believes that he or she has been or is being subjected to sexual harassment or has reason to suspect another person has been or is being subjected to sexual harassment should immediately report it to a teacher, guidance counselor, or school administrator. The report may be made verbally or in writing. A report may be made anonymously, although disciplinary action may not be based solely on an anonymous report. If disciplinary action is being requested, the individual reporting the sexual harassment will be asked to either submit a signed written complaint or sign a completed Sexual Harassment Report Form, Exhibit ACAA-E(1), verifying the accuracy of its content. The written complaint or Sexual Harassment Report Form must include the following:

- the date the written complaint was filed or the Sexual Harassment Report Form was completed,
- the school employee receiving the complaint (if applicable),
- the name of the person reporting the sexual harassment,
- the address/phone # of the person reporting the sexual harassment,
- the specific conduct or nature of the sexual harassment complaint including the person(s) alleged to have sexually harassed the complaining party or another person, the date(s) and location where the conduct occurred, witnesses, etc.,
- the date the school employee completed the form (if applicable),
- the date and signature of the person reporting the sexual harassment .

If the signed written complaint was given to a teacher or guidance counselor, or if the Sexual Harassment Report Form was completed by a teacher or guidance counselor, the teacher or guidance counselor shall forward the complaint or Sexual Harassment Report Form to the teacher's building school administrator.

SECTION 4 – Procedure for Addressing Sexual Harassment Complaints



Huron School District #2-2

Policies and Regulations

Code:
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Sexual Harassment

STEP 1: School Administrator Investigation and Determination.

Should there be a report which alleges a District student, employee, school volunteer, parent, guest, visitor or vendor has been subjected to sexual harassment, an investigation into the alleged sexual harassment will be initiated. The District's investigation may include, but is not limited to, such things as interviewing individuals with actual or possible knowledge regarding the conduct in question, identifying facts related to the conduct in question, identifying when and over what period of time the conduct is to have occurred, determining whether the conduct negatively affects the educational opportunities or employment condition of the victim, identifying prior history of a similar nature by any of the individuals involved, and attempting to obtain possible verification from other persons. The investigation by the school administrator responsible for the investigation shall be conducted promptly and completed in a reasonable time frame given the nature of the complaint. Unless the nature of the complaint and investigation dictate otherwise, the investigation should be completed and determination made by the school administrator on the merits of the complaint within thirty (30) calendar days of receipt of the complaint.

The person alleged to have sexually harassed another person will be notified that a complaint has been filed pursuant to this policy and that the complaint is being investigated. The name of the person making the complaint will not be disclosed to the person alleged to have violated this policy unless and until the investigation results in a determination that there is reasonable cause to suspect that sexual harassment did occur.


Upon reasonable suspicion by the school administrator responsible for the investigation that the allegation of sexual harassment may be true, the employee, student or third person accused of sexual harassment conduct shall be notified in writing that reasonable suspicion exists that the complaint may be valid, including a statement of the facts supporting the determination that reasonable suspicion exists, and the name of the alleged victim.

The person alleged to have sexually harassed another person in violation of this policy shall be afforded an opportunity to respond to the allegation of sexual harassment but is not required to submit a response.

Pending the outcome of the investigation the school administrator responsible for conducting the investigation may take such action consistent with school policy and state law as deemed appropriate in order to facilitate the investigation and protect the rights of all persons involved. If there is reasonable suspicion to believe that a third person sexually harassed a student, employee or guest while at school or at a school activity on non-school property in violation of this policy, the administration may prohibit that person from being on school property or at school activities.

At the conclusion of the investigation, the school administrator shall make a determination as to whether sexual harassment did occur or whether the facts are insufficient to determine that a determination that sexual harassment occurred. The complainant and the person alleged to have sexually harassed another person will receive written notice of the school administrator's determination. Should the school administrator conclude that sexual harassment did occur, the school administrator shall take such action as deemed appropriate, which may include imposing disciplinary consequences on the person found to have violated this policy prohibiting sexual harassment.

STEP 2: Appeal to the Superintendent

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	Policies and Regulations	Sexual Harassment

The following procedure shall be used to address an appeal of the school administrator’s decision in Step 1 to the Superintendent:

1. If either party is not satisfied with the school administrator’s decision, or if the school administrator does not render a written decision within fourteen (14) calendar days of the request for a decision on the merits of the complaint, that party may appeal to the Superintendent by filing form ACAA-E(2). The appeal must be filed within ten (10) calendar days of receipt of the school administrator’s written decision, or ten (10) days of the deadline for the school administrator’s written decision, whichever comes first. The appealing party must attach the school administrator’s written decision.

2. Within fourteen (14) calendar days from the date the appeal was filed, the Superintendent shall render a decision in writing. All parties shall receive copies of the decision. The Superintendent shall uphold, reverse, modify the school administrator’s decision, or the Superintendent may refer the matter back to the school administrator for further investigation and supplemental decision which decision may restate, modify or reverse the school administrator’s initial decision. A supplemental decision by the school administrator after a referral back to the school administrator is subject to appeal to the Superintendent. The time frame for rendering a decision by the Superintendent may be extended by the Superintendent for good cause and upon written notification to all parties, which notification shall identify the reason for the extension and the date on or before which the decision shall be rendered.

STEP 3: Appeal to the Board

If either party is not satisfied with the Superintendent’s decision, or if the Superintendent does not render a written decision within fourteen (14) calendar days of the receipt of the appeal, that party may appeal to the School Board by filing with the Business Manager using Form ACAA-E(3) within ten (10) calendar days of receipt of the Superintendent’s written decision, or ten (10) days of the deadline for the Superintendent’s written decision, whichever comes first. The appeal shall be in writing and the appealing party must attach to the appeal the school administrator’s written decision, the appeal to the Superintendent, and the Superintendent’s written decision or notice of the Superintendent’s failure to render a written decision.

The following procedure shall be used by the Board to address an appeal of the Superintendent’s decision on the merits related to a sexual harassment complaint:

1. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the person alleged to have violated the sexual harassment policy.
2. Upon receipt of an appeal, the Board shall at its next meeting schedule a date, time and location for the appeal hearing.
3. The following procedure shall be applicable at the appeal hearing before the Board:
 - A. The Board shall appoint a board member or a person who is not an employee of the school district as the hearing officer;
 - B. Within thirty (30) calendar days of an appeal being filed with the Board, the Board shall conduct a hearing in executive session;
 - C. The Complainant, person alleged to have violated the bullying policy, and Superintendent each have the right to be represented at the hearing;




Huron School District #2-2

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- D. The Board shall make a verbatim record of the hearing by means of an electronic or mechanical device or by court reporter. This record and any exhibits must be sealed and must remain with the hearing officer until the appeal process has been completed;
- E. The issue on appeal is whether the Superintendent's decision should be upheld, reversed or modified;
- F. All parties shall be given the opportunity to make an opening statement, with the appealing party being given the first opportunity, followed by the other party, and then the Superintendent;
- G. The appealing party shall present his or her case first, and the other party shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The hearing officer and board members may ask questions of any witness;
- H. The Superintendent shall present the basis of his/her decision which led to the appeal. Both parties shall have the opportunity to ask the Superintendent questions. The hearing officer and board members may also ask questions of the Superintendent;
- I. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the hearing officer rules otherwise. All witnesses must take an oath or affirmation administered by the School Board president, hearing officer or other person authorized by law to take oaths and affirmations;
- J. The hearing officer shall admit all relevant evidence. The hearing officer may limit unproductive or repetitious evidence. The strict rules of evidence do not apply. *Moran v. Rapid City Area School Dist.*, 281 N.W.2d 595. 602 (S.D. 1979).
- K. All parties shall be given the opportunity to make a closing statement, with the appealing party having the first opportunity, followed by the other party, and then the Superintendent. The appealing party shall be given the opportunity for a brief rebuttal;
- L. After the evidentiary hearing, the Board shall continue to meet in executive session for deliberations. No one other than the hearing officer may meet with the Board during deliberations. The Board may seek advice during deliberation from an attorney who has not represented any of the parties to the hearing. Consultation with any other person during deliberation may occur only if a representative of both parties and Superintendent are present. The Board may, in its sole discretion, continue the proceedings and make a final decision on the appeal at a later date. Within twenty (20) calendar days of the hearing, the Board shall render its decision and issue its written Findings of Fact, Conclusions of Law and Decision. The time frame for rendering a decision may be extended by the Board President for good cause and upon written notification to both parties and the Superintendent, and the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered;
- M. The decision of the School Board must be based solely on the evidence presented at the hearing and must be formalized by a motion made in open meeting. The Board will convene in open session and a motion to uphold, reverse, or modify the Superintendent's decision shall be made and voted upon. Findings of Fact, Conclusions of Law and Decision, consistent with the Board motion shall be in writing and approved by the Board. Both parties, the school administrator and the Superintendent will receive copies after the Findings of Fact, Conclusions of Law and Decision are approved by the Board.
- N. Following the Board hearing, should the Board determine there has been a violation of this policy prohibiting sexual harassment, Board action may include but is not limited to the following: (1) suspend or expel a student from any or all school programs, including but not limited to classes, extracurricular activities, or attendance at school activities; (2) pursuant to statute, reprimand, suspend without pay, or terminate the contract of an employee, or (3)

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prohibit a third person from being on school property or at school activities for such time as may be determined by the Board.

- O. If either party is dissatisfied with the Board’s decision, that party may appeal the decision by filing an appeal pursuant to law.

	Huron School District #2-2	Code: ACAA-E(1) Sexual Harassment Complaint Report Form
	Policies and Regulations	

Sexual Harassment Complaint Report Form

Date Form Completed: _____

Form Completed by: _____

Person Reporting Sexual Harassment: _____

Address/Phone # of the Person Reporting the Sexual Harassment: _____


Employee Involved: _____

Nature of Complaint: (With specificity, identify the person(s) alleged to have sexually harassed, the conduct which is the basis of the sexual harassment complaint, when/where the conduct occurred, the person(s) alleged to have sexually harassed, witnesses, and any other pertinent information):

(Use additional sheets if necessary).

Date School Employee Completing the Sexual Harassment Report Form

Date Person Reporting the Sexual Harassment

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	Policies and Regulations	


Sexual Harassment Complaint Appeal to the Superintendent

I/We Appeal the Principal's Step 1 decision for the following reason(s): [With specificity, Complainant should state how or why the Complainant believes the Principal's decision is wrong]:

ATTACH A COPY OF THE SEXUAL HARASSMENT REPORT AND THE PRINCIPAL'S DECISION.

_____ Date _____ Complainant

_____ Date Received _____ Superintendent

	Huron School District #2-2	Code: ACAA-E(3) Sexual Harassment Complaint Appeal to the School Board
	Policies and Regulations	


Sexual Harassment Complaint Appeal to the School Board

I/We Appeal the Superintendent’s Step 2 decision for the following reason(s): [With specificity, Complainant should state how or why the Complainant believes the Superintendent’s decision is wrong]:

ATTACH A COPY OF THE SEXUAL HARASSMENT REPORT, PRINCIPAL’S DECISION, APPEAL TO THE SUPERINTENDENT, EMPLOYEE’S STEP 2 WRITTEN RESPONSE(S) IF ANY, AND THE SUPERINTENDENT’S DECISION.

Date Complainant

Date Received Board President/Chairperson – Business Manager

	Huron School District #2-2	Code: ACAA-E(3) Sexual Harassment Complaint Appeal to the School Board
	Policies and Regulations	

Sexual Harassment Complaint Appeal to the School Board

I/We Appeal the Superintendent’s Step 2 decision for the following reason(s): [With specificity, Complainant should state how or why the Complainant believes the Superintendent’s decision is wrong]:

ATTACH A COPY OF THE SEXUAL HARASSMENT REPORT, PRINCIPAL’S DECISION, APPEAL TO THE SUPERINTENDENT, EMPLOYEE’S STEP 2 WRITTEN RESPONSE(S) IF ANY, AND THE SUPERINTENDENT’S DECISION.

_____ Date _____ Complainant

_____ Date Received _____ Board President/Chairperson – Business Manager

Policy ACAA: SEXUAL HARASSMENT

Status: ADOPTED

Original Adopted Date: 01/01/2007 | Last Revised Date: 08/31/2020 | Last Reviewed Date: 08/31/2020

(The Federal Regulation upon which a specific policy provision is based is referenced within the policy. The District may opt to delete the regulatory reference when adopting the policy.)

I. Policy Statement

The District does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. The District is required by Title IX of the Education Amendments of 1972 and the regulations promulgated through the U.S. Department of Education not to discriminate in such a manner. Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both. (34 CFR § 106(b)(1))

The District is committed to a school environment which is free from sexual harassment and conducive to all students' educational opportunities. Sexual harassment can inhibit a student's educational opportunities and an employee's work. Sexual harassment of students attending school in the District or students from other schools who are at a District activity, and sexual harassment of school employees, school volunteers, parents, guests, visitors and vendors of the District shall also not be tolerated and is strictly prohibited.

All students, school employees, school volunteers, parents, guests, visitors and vendors shall conduct themselves in a civil and responsible manner and in a manner consistent with school policies. This policy prohibiting sexual harassment shall apply to all students, school employees, school volunteers, parents, guests, visitors and vendors while on school property, while attending or participating in school activities, on school-owned property or on non-school property, while in any school-owned or leased vehicle, while at a school bus stop, or when in a private vehicle located on school property during school or during school activities.

Federal law (34 CFR § 106.30) defines "sexual harassment" as conduct on the basis of sex that satisfies one or more of the following: (34 CFR § 106.30)

1. An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
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 recipient's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Any person may report 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), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator. (34 CFR § 106.8(a))

Any student who believes that he or she has been or is being subjected to sexual harassment or has reason to suspect another person has been or is being subjected to sexual harassment may also report it to a teacher, guidance counselor, or school administrator. The report may be made verbally or in writing.

The District's response shall treat complainants and respondents equitably by offering supportive measures to a complainant, and by following a grievance process that complies with Title IX requirements before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. (34 CFR § 106.44(a))

II. Designation of Title IX Coordinator

The Board has designated the following District employee to coordinate its efforts to comply with its responsibilities as set forth in 34 CFR Part 106, who shall be referred to as the "Title IX Coordinator." (34 CFR § 106.8(a))

Name or Title: _____
Office Address: _____
Email Address: _____
Telephone Number: _____

The District shall notify applicants for employment, students, parents or legal guardians of elementary and secondary school 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 employee or employees designated as the Title IX Coordinator. (34 CFR § 106.8(a))

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. (34 CFR § 106.30(a))

III. Dissemination of Policy

The District shall notify persons entitled to the notification under Section I. above that the District does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX and this policy not to discriminate in such a manner. Such notification must state that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the U.S. Assistant Secretary of Education, or both.

The District shall prominently display the contact information required to be listed for the Title IX Coordinator on its website, and in each handbook or catalog that it makes available to persons entitled to a notification pursuant to Section I. above. (34 CFR § 106.8(b))

IV. Adoption of Grievance Procedures

The District has adopted and published grievance procedures (ACAA-R(1), Sexual Harassment – Regulations) that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX and this policy. The District shall provide to persons entitled to a notification under Section I above notice of the District's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the District will respond. (34 CFR § 106.8(c))

V. Definitions (34 CFR § 106.30(a), except when otherwise indicated)

- a. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary and secondary school. Imputation of knowledge based solely on vicarious liability (when a person has a particular legal relationship to the person who acted negligently) or constructive notice (deeming notice of something to a person having been given, even though actual notice did not exist) is insufficient to constitute actual knowledge. This standard is not met when the only official of the recipient with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District.
- b. "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- c. "Dating violence" means violence committed by a person:
 1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. the length of the relationship.
 - ii. the type of relationship.
 - iii. the frequency of interaction between the persons involved in the relationship. (34 U.S.C. 12291(a)(10))
- d. "Decision-maker" means the school administrator who has primary responsibility and authority related to

students, staff and attendance center where the alleged sexual harassment occurred, unless otherwise designated by the Board, and who has the authority to make a determination on the complaint as to responsibility of the respondent. (ASBSD sample definition)

- e. "Domestic violence" 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. (34 U.S.C. 12291(a)(8))
- f. "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. (34 CFR § 106.44(a))
- g. "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. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District. 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, and by any additional method designated by the District.
- h. "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. Should the Title IX Coordinator sign the formal complaint, the Title IX Coordinator is not a complainant or otherwise a party, and the Title IX Coordinator must comply with the Title IX requirements.
- i. "Notice" includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator.
- j. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- k. "Sexual assault" means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent. (20 U.S.C. 1092(f)(6)(A)(v))
- l. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - 1. fear for his or her safety or the safety of others; or
 - 2. suffer substantial emotional distress. (34 U.S.C. 12291(a)(30))
- m. "Supportive measures" means nondisciplinary, 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, escorting the complainant while on District property or while a District off-campus activity, 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.

VI. District's Response to Sexual Harassment (34 CFR § 106.44)

- A. General response to sexual harassment. Regardless of whether or not a formal complaint is filed, should the District have actual knowledge of sexual harassment in a District educational program or activity against another person in the United States, the District shall respond promptly in a manner that is not deliberately indifferent (i.e., if the District's response to sexual harassment is clearly unreasonable in light of the known circumstances).

The Title IX Coordinator shall 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.

- B. **Response to a formal complaint.** In response to a formal complaint, the District shall follow the grievance process as set forth in ACAA-R(1), Sexual Harassment – Regulations.
- C. **Time frames.** The timeframes set forth in the regulations shall be considered as a maximum length of time within which the related step is to be completed, however, the time frames may be extended for good cause upon written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause includes, but is not limited to, utilization of the informal resolution process, availability of an investigator if not a school employee, complexity of the investigation, absence of a party, a party's advisor, a witness, or decision-maker (including a person necessary for addressing an appeal), concurrent law enforcement activity, or the need for language assistance or accommodation of disabilities.
- D. **Emergency removal.** Nothing in Title IX regulations or this policy prohibits 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, 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, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal, however, nothing in Title IX regulations or this policy may 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. Additionally, nothing in the Title IX regulations or this policy prohibits the District from placing an employee respondent on administrative leave during the pendency of a grievance process, however, nothing in Title IX regulations or this policy may be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

VII. Informal Resolution (34 CFR § 106.45(b)(9))

- A. The District may 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 policy.
- B. The District may not require the parties to participate in an informal resolution process under this policy and may not offer an informal resolution process unless a formal complaint is filed.
- C. 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:
 - 1. provides to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
 - 2. obtains the parties' voluntary, written consent to the informal resolution process; and
 - 3. does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

VIII. District's Grievance Process for Formal Complaints of Sexual Harassment (34 CFR § 106.45(b))

- A. For the purpose of addressing formal complaints of sexual harassment, the District's grievance procedure as set forth in ACAA-R(1), Sexual Harassment – Regulations, shall be followed. There must be compliance with the requirements of this section, and any provisions, rules, or practices other than those required by this section that the District adopts as part of its grievance process for handling formal complaints of sexual harassment must apply equally to both parties.

- B. Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following written notice to the parties who are known (34 CFR § 106.45(b)(2))
1. Notice of the District's grievance process, including any informal resolution process.
 2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in this policy, 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 must 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 shall inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice shall 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.
- C. The District shall 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. Remedies may be disciplinary in nature. Such remedies may include the same individualized services identified as supportive measures. Remedies must be designed to restore or preserve equal access to the District's education program or activity. (34 CFR § 106.45(b)(1)(i))
- D. The District shall follow the grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. (34 CFR § 106.44(a))
- E. Investigation of a formal complaint. When investigating a formal complaint and throughout the grievance process, the District:
1. shall have the burden of proof and the burden of gathering evidence sufficient to reach a determination, and the parties shall not have either burden; (34 CFR § 106.45(b)(5)(i))
 2. 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," (i.e., student who has reached 18 years of age), the District must obtain the voluntary, written consent of a "parent," (i.e., natural parent, guardian, or an individual acting as a parent in the absence of a parent or a guardian; (34 CFR § 106.45(b)(5)(i))
 3. shall provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; (34 CFR § 106.45(b)(5)(ii))
 4. shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence; provided, however, nothing in this provision prohibits the District from taking disciplinary action due to a party retaliating against any person due to that person having 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. (34 CFR § 106.45(b)(5)(iii))
 5. shall 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. (34 CFR § 106.45(b)(5)(iv))
- F. There shall be an objective evaluation of all relevant evidence, and credibility determinations may not be based on a person's status as a complainant, respondent, or witness. (34 CFR § 106.45(b)(1)(ii))
- G. No individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. (34 CFR § 106.45(b)(1)(iii))

- H. The Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution process, shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. (34 CFR § 106.45(b)(1)(iii))
1. The decision-makers shall receive training on any technology to be used at a live hearing and 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.
 2. The investigators shall receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
 3. No materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, may rely on sex stereotypes, and training materials must promote impartial investigations and adjudications of formal complaints of sexual harassment.
- I. Until a determination regarding responsibility is made at the conclusion of the grievance process, the respondent is presumed to not be responsible for the alleged conduct. (34 CFR § 106.45(b)(1)(iv); 34 CFR § 106.45(b)(2)(i)(B))
- J. The District's grievance procedure as set forth in ACAA-R(1), Sexual Harassment – Regulations, shall:
- K. including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if District offers informal resolution processes; (34 CFR § 106.45(b)(1)(vi))
- L. include a process that allows 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; (34 CFR § 106.45(b)(1)(v))
- M. include the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility; (34 CFR § 106.45(b)(1)(vi))
- N. state that for all formal complaints of sexual harassment filed against students and employees, the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard. (34 CFR § 106.45(b)(1)(vii))
- O. include the procedures and permissible bases for the complainant and respondent to appeal; (34 CFR § 106.45(b)(1)(viii))
- P. describe the range of supportive measures available to complainants and respondents; (34 CFR § 1045(b)(1)(ix)) and
- Q. 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. (34 CFR § 106.45(b)(1)(x))
- K. If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the notice provided pursuant to provision B in this section, the District shall provide notice of the additional allegations to the parties whose identities are known. (34 CFR § 106.45(b)(2)(iii))
- L. Any party whose participation is invited or expected, shall be given 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. (34 CFR § 106.45(b)(5)(v))
- M. All parties shall have 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 recipient 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. (34 CFR § 106.45(b)(5)(vi))
- N. Prior to completion of the investigative report, the District must 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 must have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report. (34 CFR § 106.45(b)(5)(vii))
- O. The investigator shall create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to a determination by a decision-maker 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. (34 CFR § 106.45(b)(5)(vii))

- P. No adversarial hearing shall be held unless the determination of the Superintendent is appealed to the Board, or unless the Superintendent recommends the long term suspension or expulsion of a student, or the suspension without pay or termination of employment of an employee. (34 CFR § 106.45(b)(6)(ii))
- Q. The Superintendent may make a recommendation to the Board that a student determined to have sexually harassed another person be suspended long-term or expelled (ARSD 24:07:01:01). The Superintendent may also make a recommendation to the Board that an employee determined to having sexually harassed another person be suspended without pay or the person's employment with the District be terminated. Should either recommendation be given by the Superintendent, a formal adversarial hearing shall be held before the Board as set forth in ACAA-R(1), Sexual Harassment – Regulations. (34 CFR § 106.45(b)(8)(ii))

IX. Appeal

- A. Both parties have the right to appeal to the Board the Superintendent's determination regarding responsibility, and also from a dismissal of a formal complaint or any allegations therein, on the following bases:
 - 1. Procedural irregularity that affected the outcome of the matter; (34 CFR § 106.45(b)(8)(i)(A))
 - 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; (34 CFR § 106.45(b)(8)(i)(B)) and
 - 3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter. (34 CFR § 106.45(b)(8)(i)(C))
- B. As to all appeals, the Title IX Coordinator shall: (34 CFR § 106.45(b)(8)(iii))
 - 1. notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
 - 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;
 - 3. ensure that the decision-maker(s) for the appeal complies with the standard of evidence as required in this policy;
 - 4. give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
 - 5. ensure that a written decision is issued describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

X. 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 section to the singular "party," "complainant," or "respondent" include the plural, as applicable. (34 CFR § 106.45(b)(4))

XI. Dismissal of a Formal Complaint.

- A. The District must investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment, however the dismissal does not preclude action under another provision of the District's code of conduct. (34 CFR § 106.45(b)(3)(i))
- B. The District may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing: (34 CFR § 106.45(b)(3)(ii))
 - 1. a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

2. the respondent is no longer enrolled in or employed by the District; or specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- C. Upon a dismissal required or permitted pursuant to Section A. or B. above, the District shall promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. (34 CFR § 106.45(b)(3)(iii))

XII. Recordkeeping (34 CFR § 106.45(b)(10))

- A. The District shall maintain for a period of seven years records of:
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 recipient's education program or activity;
 2. any appeal and the result therefrom;
 3. any informal resolution and the result therefrom; and
 4. all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. A recipient must make these training materials publicly available on its website, or if the recipient does not maintain a website the recipient must make these materials available upon request for inspection by members of the public.
- B. For each response required under XII.A., the District shall 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, 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 recipient's education program or activity. If the complainant is not provided with supportive measures, the District shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

XIII. Retaliation Prohibited (34 CFR § 106.71)

- A. Neither the District or 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 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.
- B. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by title IX or this policy, constitutes retaliation.
- C. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination pursuant to the District's Nondiscrimination Policy.
- D. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this provision.
- E. 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 policy does not constitute retaliation prohibited by this policy, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIV. Confidentiality

- A. The District shall 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 Family Educational Rights and Privacy Act (FERPA), or as required by law, or to carry out the purposes of Title IX (34 CFR part 106), including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. (34 CFR § 106.71(a))
- B. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the

supportive measures. (34 CFR § 106.30(a))

ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.

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Associated School Boards of South Dakota	NEPN Code: ACAA-E(1)
Policy Reference Manual	

**SEXUAL HARASSMENT
COMPLAINT REPORT FORM**

Date Form Completed: _____

Form Completed by: _____

Person Reporting the Sexual Harassment: _____

Address/Phone # of the Person Reporting the Sexual Harassment:

Nature of Complaint: (With specificity, identify the person(s) alleged to have sexually harassed, the conduct which is the basis of the sexual harassment complaint, when/where the conduct occurred, the person(s) alleged to have sexually harassed, witnesses, and any other pertinent information):

_____ (use additional sheets if necessary).

Date

School Employee Completing the Sexual Harassment Report Form

Date

Person Reporting the Sexual Harassment

Adopted: 3/30/2015
Revised:
Reviewed:

ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.

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Policy Reference Manual	

**SEXUAL HARASSMENT
COMPLAINT APPEAL TO THE SUPERINTENDENT**

I/We Appeal the Principal's Step 1 decision for the following reason(s): [With specificity, Complainant should state how or why the Complainant believes the Principal's decision is wrong]:

ATTACH A COPY OF THE SEXUAL HARASSMENT REPORT AND THE PRINCIPAL'S DECISION.

Date

Complainant

Date Received

Superintendent

Adopted: 3/30/2015
Revised:
Reviewed:

ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.

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Policy Reference Manual	

**SEXUAL HARASSMENT
COMPLAINT APPEAL TO THE SCHOOL BOARD**

I/We Appeal the Superintendent's Step 2 decision for the following reason(s): [With specificity, Complainant should state how or why the Complainant believes the Superintendent's decision is wrong]:

ATTACH A COPY OF THE SEXUAL HARASSMENT REPORT, PRINCIPAL'S DECISION, APPEAL TO THE SUPERINTENDENT (Exhibit ACAA-E(2)), EMPLOYEE'S STEP 2 WRITTEN RESPONSE, AND SUPERINTENDENT'S DECISION.

Date

Complainant

Date Received

Business Manager

Adopted: 3/30/2015
Revised:
Reviewed:

ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.

GOVERNING BOARD ANNUAL REVIEW QUESTIONNAIRE

Tax-Exempt Bond Post-Issuance Compliance-General

1) Do we have written procedures or guidelines to ensure that the governmental bond financing in which we either as issuer or user of the proceeds remains in compliance with federal tax requirements after the bonds are issued?

Yes No

2) Do we track the proper and timely use of bond proceeds and bond-financed property?

Yes No

If the answer is No, briefly describe who tracks bond proceeds and the bond financed property.

3) Who is primarily responsible for post-issuance compliance?

	Name & Title and responsibility
<input type="checkbox"/> Board Member	
<input type="checkbox"/> Management	
<input checked="" type="checkbox"/> Official	Kelly Christopherson, Business Manager
<input type="checkbox"/> Staff	
<input type="checkbox"/> Other	
<input type="checkbox"/> None	

4) Who is secondarily responsible for monitoring post-issuance compliance of bond financings?

	Name & Title and responsibility
<input type="checkbox"/> Board Member	

<input type="checkbox"/> Management	
<input checked="" type="checkbox"/> Official	Terry D. Nebelsick, Superintendent
<input type="checkbox"/> Staff	
<input type="checkbox"/> Other	
<input type="checkbox"/> None	

If the answer is none, we need to assign duties immediately.

5) Who is responsible for filing 8038G, 8038T or any other required filing?

	Name & Title and responsibility
<input type="checkbox"/> Board Member	
<input type="checkbox"/> Management	
<input checked="" type="checkbox"/> Official	Kelly Christopherson, Business Manager
<input type="checkbox"/> Staff	
<input type="checkbox"/> Other	
<input type="checkbox"/> None	

If the answer is none, we need to assign duties immediately.

6) Do we provide training or educational resources to personnel that are responsible for ensuring compliance with the post-issuance private use limitations for bond-refinanced property?

Yes No

7) Do we know about the following options for voluntarily correcting failures to comply with post-issuance compliance requirements?

Yes No

8) Do we understand remedial actions described under section 1.141-12 of the income tax regulations?

Yes No

9) Do we know what a closing agreement under Tax-Exempt Bonds Voluntary Closing Agreement Program described into Notice 2001-60?

Yes No

GENERAL RECORDKEEPING

10) Do we retain records pertaining to our tax-exempt bonds must be retained for the life of the bond plus three years.

Yes No

Do we have a record of the location of our repository?

Yes No

11) What medium or mediums do we use to maintain our bond records?

Paper

Electronic media (CD, disks, tapes)

Both paper and electronic

12) Is there any correspondence between our organization and the Internal Revenue Service related to a significant change in our activities?

Yes No

13) Do we maintain the following records?

a. Organizing documents (articles of incorporation, bylaws and amendments)?

Yes No

b. Audited financial statements?

Yes No

c. Bond transcripts, Official Statements and other offering documents of our bond financings?

Yes No

d. Minutes and resolutions authorizing the issuance of our bond financings?

Yes No

e. Certifications of the issue price of our bond financings?

Yes No

f. Any former elections for bond financings (e.g., election to employ an accounting methodology other than specific tracing)?

Yes No

g. Appraisals, demand surveys, or feasibility studies for bond-financed property?

Yes No

h. Documents related to government grants associated with construction, renovation or purchase of bond-financed facilities?

Yes No

i. Publications, brochures, and newspaper articles for our bond financings?

Yes No

j. Trustee statements for our bond financings?

Yes No

k. Correspondence (letters, e-mails, faxes, etc.) for our bond financings?

Yes No

l. Reports of any prior IRS examinations of our organization or bond financings?

Yes No

INVESTMENTS AND ARBITRAGE COMPLIANCE

14) Do we maintain documentation of allocations of investments and investment earnings to our bond financing?

Yes No

15) Do we maintain documentation for investments of our bond financing proceeds related to:

a. Investment contracts (e.g., guaranteed investment contracts)?

Yes No

b. Credit enhancement transactions (e.g., bond insurance contracts)?

Yes No

c. Financial derivatives (swaps, caps, etc.)?

Yes No

d. Bidding of financial products?

Yes No

16) Do we maintain copies of the following arbitrage-related documents for our bond financings:

a. Computations of bond yield?

Yes No

b. Computation of rebate and yield reduction payments?

Yes No

c. Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate?

Yes No

d. Form 8038-R, Request for Recovery of Overpayments Under Arbitrage Rebate Provisions?

Yes No

17) Do we have procedures or guidelines for monitoring instances where compliance with applicable yield restrictions requirements depends on subsequent reinvestment of bond proceeds in lower yielding investments?

Yes No

18) Do we have specific procedures or guidelines for monitoring bond financings that we expect will comply with the arbitrage rules as a result of the application of a temporary period

exception (section 148 (c) and section 1.148-2(e)) or a spending exception (section 148(f)(4) and section 1.148-7 (c), (d), and (e))?

Yes No

EXPENDITURES AND ASSETS

19) Do we maintain documentation of allocations of bond-financing proceeds to expenditures (e.g., allocation of bond proceeds to expenditures for the construction, renovation or purchase of facilities we own and use in the performance of our exempt purpose)?

Yes No

20) Do we maintain documentation of allocations of bond-financing proceeds to bond issuance costs?

Yes No

21) Do we maintain copies of requisitions, draw schedules, draw requests, invoices, bills and cancelled checks related to bond proceeds spent during the construction period?

Yes No

22) Do we maintain copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities?

Yes No

23) Do we maintain records of expenditure reimbursements incurred prior to issuing bonds for facilities financed with bond proceeds?

Yes No

24) Do we maintain a list or schedule of all bond-financed facilities or equipment?

Yes No

25) Do we maintain depreciation schedules for bond-financed depreciable property?

Yes No

26) Do we maintain documentation that tracks our purchase and sale of bond-financed assets?

Yes No

PRIVATE BUSINESS USE

27) Do we maintain records of all unrelated trade or business activities allocated to our bond-financed facilities?

Yes No

28) Do we maintain records of trade or business activities by third parties that we allocate to our bond-financed facilities

Yes No

29) Have we entered into any of the following arrangements for bond-financed property:

- Management and other service agreements? Yes No
- Research contracts? Yes No
- Naming rights contracts? Yes No
- Ownership? Yes No
- Leases? Yes No
- Subleases? Yes No
- Leasehold improvements contracts? Yes No
- Joint venture arrangements? Yes No
- Limited liability corporation arrangements? Yes No
- Partnership arrangements? Yes No

30) Do we maintain copies of the following agreements when entered into with respect to our bond-financed property:

- Management and other service agreements? Yes No
- Research contracts? Yes No
- Naming rights contracts? Yes No
- Ownership? Yes No
- Leases? Yes No
- Subleases? Yes No
- Leasehold improvements contracts? Yes No

• Joint venture arrangements?

Yes No

• Limited liability corporation arrangements?

Yes No

• Partnership arrangements?

Yes No

This questionnaire was reviewed and answered by the Board at its meeting on January 11, 2021.

Chairman

Tim Van Berkum