

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, February 8, 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. **Roll Call**
3. **Pledge of Allegiance**
4. **Adoption of the Agenda**
5. **Dates to Remember**

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
March 3	Early Release
March 8	Board of Education Meeting – 5:30 p.m. – IPC
March 12	Spring Break – No School
March 19	Spring Break – No School
March 22	Board of Education Meeting – 5:30 p.m. – IPC
April 13	School Board Election
6. **Community Input on Items Not on the Agenda**
7. **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)
8. **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) Chipper Shillingstad/Wrestling Assistant Volunteer
 - 2) Brooke White/SLPA Intern from MTI – March 8 – April 30
 - 3) Bethany Larson/Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
 - 4) Jenna Evans/Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
 - 5) Ellie DeVries/Special Education Para-Educator-Buchanan/\$15.87 per hour

- 6) Laura Reinders/ Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- e) **Contracts for Board Approval**
 - 1)
- f) **Resignations for Board Approval**
 - 1) Rita Schulz/Administrative Assistant-Curriculum Office/6 years
- g) **Advertising Agreement Renewal – Huron Arena:**
Prostrollo General Motors
- h) **Intent to Apply for Grant Funding**
Group Applying
Contact Person Brittni Strand – Madison 2-3 Center
Name of Award Brittni Strand
Name of Funder Spirit Card Funds
Amount to be Requested American Bank & Trust
Project Focus \$1,500.00
Sensory Path for Student Use
- i) **Intent to Apply for Grant Funding**
Group Applying
Contact Person Track, Winter Conditioning, T3
Name of Award Angie Thomas
Name of Funder Spirit Card Funds
Amount to be Requested American Bank & Trust
Project Focus \$2,700.00
Timing System to be used for Winter Speed & Conditioning Workouts, Track Workouts, T3
- j) **Intent to Apply for Grant Funding**
Group Applying
Contact Person 5th Gr Teachers @ Washington 4-5 Center
Name of Award Amber Eichstadt
Name of Funder Spirit Card Funds
Amount to be Requested American Bank & Trust
Project Focus \$500.00
March Madness Reading Challenge Incentives
- k) **Intent to Apply for Grant Funding**
Group Applying
Contact Person Caiti Ziegenbein – Buchanan K-1 Center
Name of Award Caiti Ziegenbein
Name of Funder Spirit Card Funds
Amount to be Requested American Bank & Trust
Project Focus \$2,000.00
Sensory Items: Weighted Vests/Pads, AVE Equipment & Other Sensory Tools for Student Success – Gen Ed & SPED
- l) **Intent to Apply for Grant Funding**
Group Applying
Contact Person Huron Tiger Competitive Cheer & Dance Teams
Name of Award Megan Smith
Name of Funder Spirit Card Funds
Amount to be Requested American Bank & Trust
Project Focus \$1,000.00
Assist Athletes in Paying for Tuition to Workshops & Clinics in the Summer of 2021

- m) **Intent to Apply for Grant Funding**
Group Applying Leah Jungemann
 Contact Person Leah Jungemann
 Name of Award Spirit Card Funds
 Name of Funder American Bank & Trust
 Amount to be Requested \$383.00
 Project Focus 4 Wobble Stools for the Classroom
- n) **Intent to Apply for Grant Funding**
Group Applying Amy Schoenfelder – Buchanan K-1 Center
 Contact Person Amy Schoenfelder-Kindergarten Teacher
 Name of Award Spirit Card Funds
 Name of Funder American Bank & Trust
 Amount to be Requested \$369.91
 Project Focus Fine motor activities, reading/math manipulatives
- o) **Rehiring of Administrators for the 2021-2022 School Year**
 Administrators will be rehired at a salary to be set at a later date.
Administrators are listed below:

Roger Ahlers	Kathie Bostrom
Peggy Heinz	Jolene Konechne
Rodney Mittelstedt	Linda Pietz
Terry Rotert	Heather Rozell
John Halbkat	Amanda Reilly
Ralyna Schilling	Laura Willemsen
Mike Radke	Kari Hinker
Lyndi Hudson	
- p) **Hire Ben Meyer/Meyer Auction Service to conduct the on-line surplus property auction this summer for a 6% commission**
- q) **Request Permission to Operate the Summer Nutrition Program at the Huron High School and the Summer Mobile Nutrition Program**
- r) **Request Permission to let Bids for a Prime Vendor for Food**
- s) **Request Permission to let Bids for Milk/Dairy Products**
- t) **Request Permission to Advertise for Bids for CTE Addition**
- u) **Request Permission to Advertise for Bids for 2 School Buses to be paid for with the Clean Diesel Grant and 2021-2022 Capital Outlay Budget**
- v) **Request Approval of E-Rate Contracts – Roger Ahlers**

(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.)

9. CELEBRATE SUCCESSES IN THE DISTRICT:

CONGRATULATIONS:



THANK YOU TO:

- 1st Congregational Church for their donation of hats and mittens to the Buchanan K-1 Center

10. REPORTS TO THE BOARD:

- a) **Classified Employee of the Month** – Presented by Kari Hinker
Licia Wallace, Para-Educator – Washington 4-5 Center has been selected as **Classified Employee of the Month** for February 2021. Nomination comments are included in this packet. Congratulations Licia!
- b) **LAN Report** – Tim Van Berkum
- c) **Business Manager’s Report**
- d) **Superintendent’s Report**

11. OLD BUSINESS

- a) **Adopt ELA Curriculum as proposed January 25, 2021**
- b) **Policy ACAA: Sexual Harassment (HSD Current Policy-Updated Jan. 2019) + Proposed Policy – ASBSD (Last Reviewed Aug. 2020) – 2nd Reading**

12. NEW BUSINESS

- a) **Student Affiliation Agreement with the University of Kansas**
Agreement allows a former HHS student to do a summer internship in the School Nutrition Department with our Director Amanda Reilly.

13. 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.

14. ADJOURNMENT

Rita Schulz
PO Box 83
Cavour, SD 57324
January 29, 2021

Linda Pietz
Director of Curriculum, Instruction
& Assessment
Huron School District
PO Box 949
Huron, SD 57350

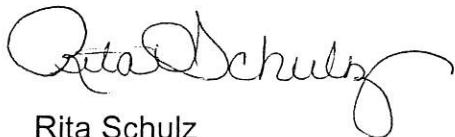
Dear Mrs. Pietz,

I write this letter to announce my formal letter of retirement from the Curriculum, Instruction & Assessment Office as the administrative assistance. My last day will be March 19, 2021.

I would like to thank the Huron School District for the great opportunities and support during the last 5+ years. It is now time for me to move on to the next chapter of my life.

Please let me know if I can be of any assistance during the transition.

Sincerely,

A handwritten signature in cursive script that reads "Rita Schulz". The signature is written in black ink and is positioned above the printed name.

Rita Schulz

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 26th day of Jan, 2021, by and among PROSTROLLO GENERAL MOTORS ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated October 1, 2004 (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 \$8,000 (eight thousand 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 gpl

Owner Initial _____

PAYMENT SCHEDULE

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

Payment #1: \$ 2,000 Payment due on or before 2-15-21

Payment #2: \$ 2,000 Payment due on or before 5-15-21

Payment #3: \$ 2,000 Payment due on or before 8-15-21

Payment #4: \$ 2,000 Payment due on or before 11-15-21

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: Prostrollo General Motors

By John Deniger
[authorized signature only]

JOHN DENIGER
[print or type name clearly]

Title PRESIDENT

Dated 1-26-21

Address: PO Box 1415

City, State, Zip: HURON, SD 57350

Phone: 605-352-6411

Fax: 605-352-9284

Email Address: info@prostrollo.com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/26/21

Contact Person: Brittni Strand

Group Applying: Brittni Strand - Madison 2-3 Center

Name of Grant/Award: Spirit Card Funds

Name of Funder: American Bank & Trust

Contact Person _____

Amount to be Requested: \$1,500

Funder's Submission Due Date: February 5 2021

Project Focus: Sensory Path for student use

How awarded amount received? Full amount up front

Reimbursement

Are any follow up reports required? Yes No If yes, when are they due? _____

Any District funding, resource, or in-kind commitment required now or in the future? Yes No

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature]
Building/Department Administrator

1/26/2021
Date

Signature: [Signature]
Linda J Pietz, Director of Curriculum, Instruction & Assessment

1/29/2021
Date

Signature: [Signature]
Kelly Christopherson, Business Manager

1-27-2021
Date

Presented to School Board: _____



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/26/2021 Contact Person: Angie Thomas

Group Applying: Track, Winter Conditioning, T3

Name of Grant/Award: American Bank & Trust Spirit Card

Name of Funder: American Bank & Trust Contact Person: Whitney McDonald

Amount to be Requested: \$2700.00 Funder's Submission Due Date: February 5, 2021

Project Focus: Timing system to be used for Winter speed & conditioning workouts, Track workouts, T3

How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] 1/27/21
Building/Department Administrator Date

Signature: [Signature] 1/27/21
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 1-27-2021
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/22/2021 Contact Person: Amber Eichstadt

Group Applying: Fifth grade teachers at Washington 4-5 center

Name of Grant/Award: American Band and Trust Spirit Card

Name of Funder: American Bank and Trust Contact Person: Whitney McDonald

Amount to be Requested: 500 Funder's Submission Due Date: _____

March Madness Reading challenge incentives

Project Focus: _____

How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Kari Hunker 1/22/2021
Building/Department Administrator Date

Signature: Linda J Pietz 1/25/2021
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 1-25-2021
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/26/21 Contact Person: Caiti Ziegenbein

Group Applying: Caiti Ziegenbein (Buchanan)

Name of Grant/Award: Spirit Cards

Name of Funder: American Bank Trust Contact Person Whitney McDonald

Amount to be Requested: 2,000 Funder's Submission Due Date: 2/5/21

Project Focus: Sensory items: weighted vests/pads, AVE equipment & other sensory tools for student success gen ed & spec

How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes _____ No

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] 1/26/21
Building/Department Administrator Date

Signature: Linda J Pietz 1/26/21
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 1-26-2021
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1-26-2021 Contact Person: Megan Smith

Group Applying: Huron Tiger Competitive Cheer and Dance Teams

Name of Grant/Award: American Bank & Trust Spirit Card Funds

Name of Funder: American Bank & Trust Contact Person: Whitney McDonald

Amount to be Requested: \$1000.00 Funder's Submission Due Date: February 5, 2021

Project Focus: To assist athletes in paying for tuition to workshops and clinics in the summer of 2021.

How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] 1-26-21
Building/Department Administrator Date

Signature: [Signature] 1/26/21
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 1-26-2021
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1-25-21 Contact Person: Leah Jungemann

Group Applying: Leah Jungemann

Name of Grant/Award: Spirit Card Funds - AB&T

Name of Funder: American Bank & Trust Contact Person Whitney McDonald

Amount to be Requested: \$383 Funder's Submission Due Date: Feb. 5, 2021

Project Focus: 4- Wobble Stools for the classroom

How awarded amount received? _____ Full amount up front X Reimbursement

Are any follow up reports required? _____ Yes X No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes _____ No X

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] 1/25/21
Building/Department Administrator Date

Signature: [Signature] 1/26/21
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 1-26-2021
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/30/2021 Contact Person: Amy Schoenselder, Kinder Teacher

Group Applying: _____

Name of Grant/Award: Spirit Card

Name of Funder: American Bank & Trust Contact Person: _____

Amount to be Requested: \$369.91 Funder's Submission Due Date: Feb 5, 2021

Project Focus: Fine motor activities, reading/math manipulatives

How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes No if yes, when are they due? _____

is any District funding, resource, or in-kind commitment required now or in the future? Yes No

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed allowing the application to proceed.

Signature: [Signature] 2/1/21
Building/Department Administrator Date

Signature: Linda J Pietz 2/1/21
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 2-1-2021
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



Huron Public Schools
1045 18th Street SW
PO Box 949
Huron, South Dakota 57350-0949

Office: 605-353-6909
Fax: 605-353-6910
Email: Amanda.reilly@k12.sd.us

Amanda Reilly
School Nutrition Director
Concessions Director

To: Board of Education
Mr. Terry Nebelsick
Mr. Kelly Christopherson

From: Amanda Reilly

Re: Summer Nutrition Program

Date: January 27, 2021

We request permission to operate both the summer nutrition program at the High School commons and the summer mobile nutrition program. We will offer adults accompanying children the opportunity to purchase a lunch on site. All sites will serve lunch Monday through Friday from June 7 through August 6 for a total of 45 days.

Lunch would be available to any child 1 to 18 years of age **FREE** at all sites. No paperwork needed, just come and eat at the High School or at the mobile site in the city parks. Supervision will be provided at all summer sites during serving time and for 15-20 minutes after serving time ends.

We request to pay the wages listed below.

Proposed Wages

MS Helpers/Mobile Servers & Supervisors	\$15.80
Cook/POS cashier	\$19.14
Team Leader	\$19.73

We are excited to offer both programs again this summer and hope it allows more children to participate without need to travel to the High School site. The High School site will offer hot lunch meals while the mobile sites will offer cold lunch meals.

Thank you for your support of both our summer nutrition programs.



SCHOOL DISTRICT

Huron Public Schools

1045 18th Street SW

PO Box 949

Huron, South Dakota 57350-0949

Office: 605-353-6909

Fax: 605-353-6910

Email: Amanda.reilly@k12.sd.us

Amanda Reilly

School Nutrition Director

Concessions Director

To: Board of Education

Mr. Nebelsick

Mr. Christopherson

From: Amanda Reilly

Date: January 26, 2021

Re: Request permission to let bids for a Prime Vendor for food

I respectfully request permission to let bids for a prime vendor for food for the 2021-2022 school year.

Thank you for all your consideration.



Amanda Reilly
School Nutrition Director
Concessions Director
1045 18th St. SW
Huron, SD 57350
P: (605) 353-6909
F: (605) 353-6910
Amanda.reilly@k12.sd.us

To: Board of Education
Mr. Nebelsick
Mr. Christopherson

From: Amanda Reilly
Date: January 27, 2021
Re: Request permission to let bids for milk/dairy products

I respectfully request permission to let bids for milk/dairy products for the 2021-2022 school year.

Thank you for your consideration.



Roger Ahlers
Director of Technology
150 5th St. SW
Huron, SD 57350
P: (605) 353-7800 x8842
roger.ahlers@k12.sd.us

Vendor Contract Letter for Planned E-Rate Purchase Funding Year 2021 (7/1/2021 – 6/30/2022)

February 3, 2021

Riverside Technologies, Inc

105 Gateway Drive

North Sioux City, SD 57049

Service Provider ID Number (SPIN): 143033191

Dear Dan:

This letter will confirm our decision to purchase \$13,174 of Meraki switches and access points with 5 year licenses from your company during the next E-Rate funding year (04/01/2021 to 9/30/2022 for Category 2 components) as specified in the attached specifications and price quotations. We intent to purchase everything under the "Hardware" section of the attached quote (#DP055946 v1)

The procurement of these [product(s)/service(s)] will be dependent upon the following conditions

1. Final approval of next year's fiscal budget;
2. School Board Approval
3. Award of associated E-Rate funding
4. Nothing can be delivered or purchased prior to April 1st 2021
5. No invoices can be sent to USAC/SLD before July 1, 2021

To accept these terms and conditions, please sign below and return to us as a pdf file via email. We look forward to working with Riverside Technologies on this project.

Sincerely,

 2/3/2021

Technology Director, Huron School District 2-2

Vendor Agreement:

By: _____

Date: _____



Roger Ahlers
Director of Technology
150 5th St. SW
Huron, SD 57350
P: (605) 353-7800 x8842
roger.ahlers@k12.sd.us

Vendor Contract Letter for Planned E-Rate Purchase Funding Year 2021 (7/1/2021 – 6/30/2022)

February 4, 2021

Marco
Jordan Heupel
429 Brown County 19 South
Aberdeen, SD 57401
SPIN #143006751

Dear Jordan:

This letter will confirm our decision to purchase \$75,715.75 in goods and services from your company during the next E-Rate funding year (04/01/2021 to 9/30/2022 for Category 2 components) as specified in the attached specifications and price quotations. We are accepting your bids for the cabling project and the 2 APC Smart UPS units. We are not accepting your bid for the Meraki equipment on this quote (#093938 v.3)

The procurement of these product(s)/service(s) will be dependent upon the following conditions

1. Final approval of next year's fiscal budget;
2. School Board Approval
3. Award of associated E-Rate funding
4. Nothing can be delivered or purchased prior to April 1st 2021
5. No invoices can be sent to USAC/SLD before July 1, 2021

To accept these terms and conditions, please sign below and return to us as a pdf file via email. We look forward to working with Riverside Technologies on this project.

Sincerely,

_____ 2/4/2021

Technology Director, Huron School District 2-2

Vendor Agreement:

By: _____

Date: _____



Roger Ahlers
Director of Technology
150 5th St. SW
Huron, SD 57350
P: (605) 353-7800 x8842
roger.ahlers@k12.sd.us

Vendor Contract Letter for Planned E-Rate Purchase Funding Year 2021 (7/1/2021 – 6/30/2022)

February 3, 2021

Andrew Simmons

Midcontinent Communications

Dear Andrew:

This letter will confirm our decision to purchase internet access via your modem service at the cost of \$100 per month plus \$8/mo for a modem lease as indicated in your recent bid (attached). This service will be for the classroom site located at 290 7th Street SW, Huron, SD 57350. We want this to be a month-to-month service since this site is not owned by the Huron School District. If the district decides to leave this location, we will discontinue this service at that time. The start date of this E-Rate eligible service will begin on September 1, 2021, once the current contract expires.

The procurement of these [product(s)/service(s)] will be dependent upon the following conditions

1. Final approval of next year's fiscal budget;
2. School Board Approval
3. Award of associated E-Rate funding
4. Nothing can be delivered or purchased prior to September 1st 2021
5. No invoices can be sent to USAC/SLD before September 1, 2021

To accept these terms and conditions, please sign below and return to us as a pdf file via email. We look forward to working with Midco on this project.

Sincerely,

2/3/2021

Technology Director, Huron School District 2-2

Vendor Representative:

By: _____

Service Provider ID Number (SPIN): _____

Date: _____

Classified Employee of the Month

Name Licia Wallace
Position Washington 4-5 Para
Date February 8, 2021

We are pleased to honor Licia Wallace as the Classified Employee of the Month. Licia is a wonderful asset to the Washington 4-5 Center. The staff appreciates and values what Licia brings to the school. Here is what they had to say:

Licia has many roles during the day and always goes above and beyond in all of them. She has an extreme dedication and passion for her job. She loves working with kids, and they also love working with her.

Licia is eager to work and learn as she works. She never hesitates to assist students and give help when needed. She is friendly, kind, and creates a warm, welcoming learning environment for the students she is working with. She works well with the students, and holds them to a high standard of excellence.

Licia comes to work with a smile and a positive attitude. She is dependable, reliable, and always available to help out. Licia arrives early and stays late. She also stays after with students in the homework room to further help students with their studies.


Licia has established good communication with the teachers that she works with. She is always checking in to see what help she can provide and what more she can learn to help the students.

Thank you Licia for your dedication to the Washington 4-5 Center, and your high regard for student learning.

Washington 4-5 Center Staff

Material for January board meeting:

Introduction for policy update / change for Title IX Sexual Harassment

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

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	Code: ACAA
	Policies and Regulations	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

	Huron School District #2-2	Code: ACAA
	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

Policies and Regulations


Code:
ACAA
Sexual Harassment

- 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)

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

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



Huron School District #2-2

Policies and Regulations

Code:
ACAA-E(2)
Sexual Harassment Complaint
Appeal to the Superintendent


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(d))
- 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)(ii))
 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)(iii))
 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)(ii))
- 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)(vi))
- 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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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.

**STUDENT AFFILIATION AGREEMENT
BETWEEN
THE UNIVERSITY OF KANSAS
DEPARTMENT OF DIETETICS AND NUTRITION
AND
HURON SCHOOL DISTRICT #2-2**

THIS AFFILIATION AGREEMENT (“**Agreement**”) is between the University of Kansas, on behalf of its Department of Dietetics and Nutrition in the School of Health Professions at the University of Kansas Medical Center (“**School**”), and Huron School District #2-2, hereinafter referred to as “**Facility**.”

WITNESSETH

Whereas, the School offers to enrolled students (“**Students**”) academic programs in the field of Dietetics and Nutrition, and

Whereas, the School desires experiential learning opportunities for its Students that involve the practical application of knowledge and skills (“**Practicums**”); and

Whereas, the Facility has agreed to make its resources available to the School for such Practicums.

Now, therefore, in consideration of the mutual promises contained herein, the Facility and the School hereby agree as follows:

1. Term; Termination

- a. The term of this Agreement is from May 1, 2021 to May 1, 2022 (“**Term**”), after which the Agreement will automatically renew for successive one-year terms until it is terminated by the action of either party.
- b. Either party may terminate this Agreement at any time, without cause, upon at least 30 days’ advance written notice to the other party; provided, however, that any Students in Practicums at the time notice of termination is given may complete their Practicums as originally scheduled.

2. Notice

To School:

University of Kansas Medical Center
Department of Dietetics & Nutrition
3901 Rainbow Blvd., Mailstop 4013
Kansas City, KS 66160

To Facility:

Huron School District #2-2
1045 18th Street SW
Huron, SD 57350

With a copy to:

General Counsel
University of Kansas Medical Center
3901 Rainbow Blvd, MS 2013
Kansas City, KS 66160

3. School's Obligations

- a. The School will operate, manage, and maintain overall responsibility for its Students' academic programs and will provide appropriate classroom theory and practical instruction to Students prior to their Practicum assignments.
- b. The School will assign Students to Practicums only if they have satisfactorily completed the prerequisite portion of their academic program curriculum.
- c. The School will provide training to all Students assigned to Practicums on maintaining the confidentiality of patient/client records and patient/client information. The School will also advise all Students that the confidentiality obligation survives the termination or expiration of this Agreement.
- d. The School will obtain and maintain professional liability insurance for Students assigned to Practicums, with coverage limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. A certificate of insurance will be furnished to the Facility upon request.
- e. The School will review and evaluate its Students' Practicum performance and conduct in consultation with Facility staff.
- f. The School will require each Student assigned to a Practicum to have undergone a criminal background check.
- g. The School will maintain records of the following on each Student assigned to a Practicum: (1) annual TB tests (date, type, and result); (2) immunity to measles/mumps/rubella (for Students born on or after 1/1/57, the record will include documentation of a diagnosed disease, laboratory evidence of immunity, or documentation of adequate vaccination); (3) immunity to varicella (documentation includes evidence of adequate vaccination, diagnosed disease, or serologic screening); (4) Hepatitis B immunization (documentation includes evidence of vaccination series, positive titer/screen, or signed waiver declining vaccination); and (5) Tetanus-diphtheria immunization.
- h. The School will advise Students that, during Practicums, they are required to comply with the Facility's rules, regulations, procedures, and policies. Upon request, the Facility will provide the School and Practicum Students copies of, or online access to, these rules, regulations, procedures, and policies.
- i. The School and/or the Student will be responsible for arranging for a Student's medical care and/or treatment, if necessary, during the Student's Practicum.
- j. The School will carry out its obligations hereunder in accordance with all relevant local, state and federal laws; the bylaws, rules, and regulations of the Facility; and any applicable rules and regulations of the School.

4. Facility's Obligations

- a. The Facility will, at all times, retain full responsibility for the care of its patients, clients, or customers; for control of its personnel; and for its clinical, service, and business operations.
- b. During Practicums, the Facility will maintain a positive and adequate learning environment for Students so that Practicum experiences can occur in accordance with objectives agreed upon by the Facility and the School.

- c. During Practicums, the Facility will provide administrative and professional supervision of Students.
- d. To the extent possible, the Facility will orient Students assigned to Practicums to the Facility's rules, regulations, procedures, and policies.
- e. At any time, the Facility may decline the School's request to accept Students for Practicums.

5. Both Parties' Obligations

- a. Both the School and the Facility will treat Students assigned to Practicums as trainees who have no expectation of receiving compensation or future employment from the Facility or the School.
- b. Any courtesy appointments of Facility employees to the School's faculty or staff, or of School employees to the Facility's faculty or staff, will be without entitlement of the individual to compensation, and without employee benefits for the appointed party.

6. Removal/Withdrawal of Practicum Students

- a. The Facility may immediately remove from its premises any Student who, in the Facility's opinion, poses an immediate threat or danger to its personnel, or for unprofessional behavior.
- b. The Facility may immediately remove from its premises any Student who has breached confidentiality policies and procedures by any means, including verbal, electronic, and through printed/written material.
- c. The Facility may request that the School to withdraw a Student from a Practicum if the Student's performance in the Practicum is unsatisfactory to the Facility, or if the Student's behavior, in the Facility's opinion, is disruptive or detrimental to the Facility or its personnel.

7. Relationship of the Parties

Neither the School nor any of its agents, representatives, Students, or employees will be considered agents, representatives, or employees of the Facility. This Agreement may not be construed as establishing a partnership or joint venture or similar relationship between the parties. The School is liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, Social Security, and other taxes or benefits. No Student may look to the Facility for any salary, wage, insurance, or other employee benefit.

8. Nondiscrimination

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of Students for participation in the Practicum or as to any aspect of the Practicum training; provided, however, that with respect to disability, the disability must not be such as would with reasonable accommodation preclude the Student's effective participation in the Program.

9. FERPA

Facility understands that the School is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the School to be compliant with FERPA and its regulations. The Facility agrees to protect the privacy of Student data and educational records in a commercially reasonable manner and to not transmit, share, or disclose any data about a Student without the Student’s written consent, except to other School officials who seek the information within the context of his/her professionally assigned responsibilities and use it within the context of official School business. Facility shall promptly report to the School any disclosure of a Student’s educational records.

10. Confidentiality

The School and its agents, faculty, representatives, and employees agree to keep strictly confidential and hold in trust all confidential information of Facility and not disclose or reveal any confidential information to any third party without the express prior written consent of the Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide the Facility with the option of pursuing remedies for breach or, notwithstanding, any other provision of this Agreement, immediately terminating this Agreement upon written notice to the School.

11. Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

12. No Waiver

Any failure to a party to enforce that party’s right under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any of the provisions contained herein.

IN WITNESS WHEREOF, the School and the Facility hereto have caused this Agreement to be executed on the day and year written below.

UNIVERSITY OF KANSAS

HURON SCHOOL DISTRICT #2-2

Abiodun Akinwuntan, Ph.D., MPH, MBA
Dean, KU School of Health Professions

Name:
Title:

Date

Date