

Community RelationsStatement of Intent

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

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

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

Methods of Communication

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

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

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

## TABLE OF CONTENTS (4/13/2017)

	Policy No.
1. School Communications.....	
Statement of Intent .....	1000
Visiting School .....	1010
Citizen Communication to the Board of Education .....	1020
Public Complaints .....	1030
Annual Report .....	1040
Public Access to School Records .....	1050
Form for Denial of Access to Records .....	Reg. 1050A
Form for Explanation of Delay in Fulfilling Request for Records .....	Reg.1050B
Advertising and Promotion .....	1060
Publications, Radio, and Television .....	1070
School Directory.....	1080
2. Community Use of School Facilities.....	
Community Use of School Facilities.....	1100
Maintenance/Use Fees.....	Regulation 1100A
Contract for Use of School Buildings and Grounds.....	Regulation 1100B
Release and Indemnification Agreement .....	Regulation 1100C
Equal Access-Student Groups.....	1101
Recording of Others.....	1102
Student Groups and Boy Scouts.....	1105
Bulletin Boards.....	1110
Tobacco Policy.....	1120
3. Anti-Discrimination Policies.....	
Anti-Discrimination.....	1200
Title IX–Discrimination .....	1210
Title IX Procedure for Informal/Formal Hearing.....	1220
Form for Filing Complaints.....	Regulation 1220
ADA Building Accessibility .....	1230
ADA and Section 504 Grievance Procedure.....	1240
ADA Notice of Designation of Coordinator .....	1250
Service Animals.....	1260
Therapy Animals .....	1270
4. Fund Raising and Gifts.....	
Fund Raising Activities .....	1300
Gifts to the School District.....	1310
Student and Staff Memorials.....	1320
5. School and Community Organizations.....	1400
Parent Organizations .....	1410
Citizens Advisory Committees.....	1420
Utilizing Community Resources .....	1430
Staff Participation in Community Affairs .....	1440
School Personnel and the Public .....	1450
Student Production of Goods and Services .....	1460
Public Performances by Students .....	1470
6. Community Relations.....	
Emergency Closure of School Buildings .....	1500
Emergency Exclusion of Persons from School .....	1501



Community RelationsCitizen Communication to the Board of Education

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

**Complaints Made to Individual Board Members**

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

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

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

**Complaints Made to the Board**

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

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

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

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

Community RelationsPublic Complaints

The board recognizes that concerns regarding the operation of the school district will arise. The board further believes that constructive criticism can assist in improving the quality of the education program and in meeting individual student needs more effectively. The board also places trust in its employees and desires to support their actions in a manner which frees them from unnecessary or unwarranted criticism and complaints.

Procedures for dealing with complaints concerning programs or practices should be governed by the following principles:

- Where action/investigation is desired by the complainant, or where it seems appropriate, the matter should be handled as near the source as possible;
- Complaints should both be investigated and, if possible, resolved expeditiously;
- Complaints should be dealt with courteously and in a constructive manner; and,
- Individuals directly affected by the complaint should have an opportunity to respond.

Specific procedures for handling complaints may be established in policies. The board consistent with its board policy-making role, will deal with complaints concerning specific schools, programs or procedures only after the usual channels have been exhausted. Complaints regarding employees or complaints by students will follow the more specific policies 4026 and 5400 respectively.

When a complaint requiring attention is received by the board or board member it will be referred to the superintendent. After all of the channels have been exhausted, the complainant may appeal to the board by requesting a place on the board agenda or during the public audience portion of the board meeting. If the complainant appeals to the board, the appeal shall be in writing, signed and explain the process followed by the complainant prior to the appeal to the board.

Date of Adoption: November 8, 2010 and December 13, 2010

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

POLICY 1030  
ARLINGTON SCHOOLS COMMENT FORM

Commenter: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supportive Evidence or  
Witness(es): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Commenter                      Date

.....  
PRINCIPAL'S RESPONSE

Principal: \_\_\_\_\_ Date Response Received: \_\_\_\_\_

*The principal will attach a written response indicating the comment, investigative procedures, supportive evidence of witnesses, and recommendation.*

*The attached response has been reviewed with the person initiating the comment by the principal.*

\_\_\_\_\_  
Signature of Commenter              Date              Signature of Principal              Date

.....  
SUPERINTENDENT'S RESPONSE

Superintendent: \_\_\_\_\_ Date Response Received: \_\_\_\_\_

*The superintendent will attach a written response indicating the comment, investigative procedures, supportive evidence of witnesses, and recommendation.*

*The attached response has been reviewed with the person initiating the comment by the principal.*

\_\_\_\_\_  
Signature of Commenter              Date              Signature of Superintendent              Date

Community RelationsAnnual Report and School Improvement

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

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

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

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

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

Legal Reference: NDE Rule 10.01, 10.5.02, 10.9 and 10.10

Date of Adoption: August 24, 2020

Reviewed: January 11, 2021

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

1. The School District, through the Superintendent, shall provide interested persons access to the records of the School District as required by law. Such access shall include the opportunity to examine, make memoranda and copy School District records. The School District shall not make records of individual students or personnel available except as allowed by law or compelled by court order.
2. Records may be examined at the School District offices during the hours such offices are open for the ordinary transaction of business. School district offices will be open for the ordinary transaction of business (a) during the school year on such days as school is in session, and (b) during the summer months when school is not in session, Monday through Friday when the Superintendent is present, except legal holidays.
3. Records may be obtained in the form in which the record is maintained including, but not limited to, printouts, electronic data, disc, tapes, and photocopies. The School District will not be required to produce or generate any record in a new or different form or format modified from that of the original School District record. Copies of records may be made as follows:
  - (a) Copies may be made by persons using their own copying or photocopying equipment, provided that such copies shall be made on the premises of the School District offices or at a location mutually agreed to by the requester and the School District.
  - (b) Copies may be obtained from the School District if the School District has copying equipment reasonably available, and upon payment of a fee for providing copies. The Superintendent shall establish a fee schedule for the copying of school district records, provided that such fee is not to exceed the actual cost of making the copies available. Actual costs of making copies available include: Paper, discs, and other hard copy materials, copier device costs (equipment lease, depreciation and maintenance), electricity and the cost of personnel. If the copies requested are estimated by the School District to be more than fifty dollars (\$50.00), the School District may require the requester to furnish a deposit prior to fulfilling such request.
4. Upon written request for access to records, the School District will provide to the requester as soon as is practicable and without delay, but not more than four (4) business days after actual receipt of the request:
  - (a) Access to or, if copying equipment is reasonably available, copies of the school district records requested;
  - (b) A written denial of the request, or portion thereof, if there is a legal basis for such denial of access to school district records on a written form from the school district. [See, Regulation Form 1050A, "Denial of Access To School District Records"]; or



(c) If the entire request cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of the request due to the significant difficulty or extensiveness of the request, the school district shall provide a written explanation, including the earliest practicable date for fulfilling the request, and estimate of the expected cost of any copies, and an opportunity to modify or prioritize the items within the request. [See, Regulation Form 1050B, "Explanation of Delay in Fulfilling Request for School District Records"].

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

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

Community Relations

Denial of Access to School District Records Form

Name of Requester: \_\_\_\_\_.

Date of School Record Request: \_\_\_\_\_.

Name of Administrator Denying Record Request: \_\_\_\_\_.

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

\_\_\_\_\_.

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

A. Description of the contents of the records withheld: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_.

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

Community Relations

Explanation of Delay in Fulfilling Request for School District Records

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

G Significant difficulty in compiling or copying such records;

G Extensiveness of the request.

A. Additional Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

B. Projected Date of Fulfilling Request: \_\_\_\_\_.

C. Projected Cost of Copies: \$ \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_.

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014, January 8, 2018

Community RelationsAdvertising and Promotion

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

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

Legal Reference: Neb. Rev. Stat. 79-443  
Neb. Rev. Stat. 79-1272

Board Authority for Supervision and Control  
Teachers, Solicitation by Agents

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

Community RelationsPublications, Radio, and Television

The board of education welcomes the active participation of print and electronic mass media in promoting educational programs in Washington County School District No. 89-0024. All resultant news coverage of academic or extracurricular activities must be presented in the public interest. No identification of the school with the promotion of any commercial or political enterprise will be permitted.

All radio and television broadcasts of any school activity or contest originating from School District No. 89-0024 facilities must be coordinated through the office of the building principal sponsoring the activity.

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

Legal Reference: Neb. Rev. Stat. §79-443  
Neb. Rev. Stat. §79-2105

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

Date of Adoption: April 9, 2007  
Reviewed: November 10, 2014, January 8, 2018,  
January 11, 2021

Community RelationsSchool Directory

A school directory will be used and distributed only by authorization of the principal or superintendent of schools. Under no circumstances will it be distributed for political or commercial purposes. If student directory information is released it shall not be released to an agency or individual if personal profit is the object of the receiver. Directory information for purposes of the school directory shall consist of (1) student name, (2) address, (3) grade in school, (4) name of parents or guardian, and (5) date of birth. Parents who do not wish to have their child's name(s) included in the directory to be released may request that it be deleted. It shall be the principal's responsibility to delete those names.

Legal Reference: Neb. Rev. Stat. §§79-2,104 & 79-2,105; Neb. Rev. Stat. §79-539  
Neb. Rev. Stat. §§84-1201 to 84-1220  
Family Educational Rights and Privacy Act of 1974 (P.L. 93-380)

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

Community RelationsCommunity Use of School Facilities

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

1. Application for Use.

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

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

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

2. Acceptance of Application for Use.

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

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

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

- a. Uses that may conflict with or that disrupt the District's educational or extracurricular activity programs.
- b. Uses inconsistent with the mission of the District.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involves gambling or games of chance.

- g. Uses that involves a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public.
- i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

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

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

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

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

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

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

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

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

- a. Any of the reasons for non-acceptance of an application exist.
- b. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:



- i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the school would not otherwise clear prior to the activity or event. The Applicant may request that the District clear the hazards such that it may proceed with its activity or event. If the District agrees to do so, the Applicant shall be responsible for all costs incurred by the District in clearing the hazard.
- ii. School staff being unavailable to monitor the use or to provide set-up or clean-up services where the District has accepted responsibility for such.
- iii. The need to use the facilities for a school activity or purpose.

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

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

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

### 3. Conditions of Use.

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
  - i. Comply with all local, state and federal laws, including health and fire codes.
  - ii. Comply with Board policies concerning non-discrimination and the use of school facilities.
  - iii. Comply with reasonable administrative rules related to use of facilities and the requests of school officials related to the Applicant's use of the facility.
- b. Disclaim School Sponsorship. The District does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-school sponsorship in such form and manner as the administration may request.
- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:

- i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
- ii. Enters any area of the school facilities that the Applicant has not been given permission to use, or accesses any school records.
- iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
- iv. Possesses a firearm or a weapon.
- v. Engages in disorderly, lewd, or lascivious conduct.
- vi. Engages in any criminal behavior.

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

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

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

- d. Condition of Premises. Applicant agrees to:
  - i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
  - ii. Not use or allow any school equipment to be used without express approval of school administration.
  - iii. Not bring or allow others to bring food or beverages on to school grounds without express approval of school administration.
  - iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
  - v. Not use any electrical equipment that has been brought onto the premises without express approval of school administration.
  - vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
  - vii. Not park or allow others to park in fire lanes or reserved spaces or in any manner inconsistent with the school's parking rules.
  - viii. Not cause or allow others to cause damage to school facilities or equipment.
    1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the District for the cost of repair or replacement.

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

#### 4. Fees for Use.

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

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

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.

- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the school's food service staff.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the school's staff who is familiar with proper use of the equipment.
- f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

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

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

5. Use Consistent with NSAA Bylaws.

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

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

Date of Adoption: July 13, 2009 and August 10, 2009

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

Community Relations

Maintenance/Use Fees- Fee Schedule

The fees for the use of school district facilities shall be calculated by the Administration on the following basis:

- A. Cost of insurance for third party use of facilities;
- B. Cost of custodial services at the School District's rate of compensation for such services;  
and,
- C. Cost of supervision at the hourly rate established by the Administration.

Date of Adoption: February 11, 2008

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

APPLICATION FOR USE OF SCHOOL FACILITIES
ARLINGTON PUBLIC SCHOOLS

Name of Organization Making Request: \_\_\_\_\_ Date: \_\_\_\_\_

Type of Organization and Type of Activity or Event:

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

Date: \_\_\_\_\_ Time (start/end): \_\_\_\_\_

Facility /Room: \_\_\_\_\_ Frequency of Use: \_\_\_\_\_

Purpose: \_\_\_\_\_

Admission/Collection You Will Charge: \_\_\_\_\_

Equipment Needed: \_\_\_\_\_

Type of Cleaning Required During and Afterwards: \_\_\_\_\_

Fees (To Be Completed by Superintendent or Designee)

The superintendent of schools shall establish fees and use discretion in the assessment of fees for use of school facilities, equipment and transportation depending upon the particular circumstances surrounding each request.

Table with 2 columns: Type, Amount. Rows include Processing Access, Custodial, Kitchen, Special Equipment, Monitoring, Security, Total, Advance Deposit, Date Deposit Due.

Both parties to this contract agree to the following terms:

- 1) The applicant is responsible for any and all liability claims resulting from the applicant’s use of a public school building. Arlington Public Schools is not liable for any claims resulting there from.
- 2) The Board of Education reserves the right to refuse rental or scheduling to any group, organization or business which fails to provide necessary control or policing of facilities.
- 3) Any damage to premises or breakage of equipment will be paid for by the scheduling party.
- 4) Preference on scheduling will be first to schools, and then to school district organizations and businesses.
- 5) An adult supervisor will be required for any youth program.
- 6) Rental fees are negotiated on an individual basis. Determining factors include: type of organization, equipment used and custodial services needed. (For more detailed information, contact the Superintendent’s Office, 402-478-4173)
- 7) Checks for fees shall be made out to the Arlington Public Schools and are preferably due in advance but not later than a date set by the Superintendent of Schools.
- 8) The applicant must sign, personally or through an authorized representative, the “Release and Indemnification Agreement” provided by the School District.
- 9) There shall be no alcoholic beverages or drugs permitted in or around the school facility, either prior to, during or immediately following the activity for which the facilities are being used.
- 10) In the case of indoor facilities, there shall be no smoking permitted in the building.
- 11) The party using the facilities shall be responsible to leave the facilities in the same condition that it was in when the party arrived. The gym floor is to be swept, all equipment is to be properly placed in the location designated for storage, any paper or other debris cleaned up. There is to be no one permitted in any area other than areas that were requested for use, and no drinks are permitted in the gym.
- 12) Equipment that has not been made available to the party under this agreement shall not be used.
- 13) If any school personnel are needed as part to this contract, it shall be stipulated in the contract, and payment for services is the responsibility of the party requesting facility use.
- 14) Failure to comply with the above provisions shall result in the cancellation of existing and all future facility use contracts with that party.
- 15) All arrangements for the use of the building(s) shall be made with the superintendent and his/her designee.

The stipulations as listed are agreed to by the party requesting facility use and the contracting party agrees to use the facility on the basis outlined in the contract.

\_\_\_\_\_  
Superintendent signature

\_\_\_\_\_  
Sponsor for party requesting facility use

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NOTE: Release and Idemnification must be signed.**

Date of Adoption: July 13, 2009 and August 10, 2009

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

## RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the undersigned being allowed or granted permission to use Arlington County School District 89-0024 a/k/a Arlington Public Schools (hereinafter referred to as "Arlington Public Schools") buildings, grounds, facilities or equipment, the undersigned hereby releases and waives any and all claims, demands, causes of action, suits, debts or damages which the undersigned has or which may in the future accrue, for all personal injuries, known or unknown, or injuries or damage to property, caused or arising out of the undersigned's use of Arlington Public Schools building, grounds, facilities or equipment.

Additionally, in consideration of the undersigned being allowed or granted permission to use Arlington Public Schools buildings, grounds, facilities or equipment, the undersigned hereby covenants to indemnify and save harmless the Arlington Public Schools buildings, grounds, facilities or equipment.

The undersigned acknowledges and agrees that without executing this Release and Indemnification Agreement permission would not be granted to use Arlington Public Schools buildings, grounds, facilities or equipment. The undersigned further understands and agrees that this Release shall be binding on the undersigned, and the undersigned's heirs, executors, administrators or assigns, and that by executing this Release and Indemnification Agreement, the undersigned is hereby releasing and agreeing to indemnify Arlington Public Schools, all of its present or future Board members in their individual or official capacities, and all of the school district's employees or agents in their individual or official capacities, and all successors thereto.

The Arlington Public Schools does not sponsor or in any way endorse the views, aims, policies, opinions or content of any speakers, or presenters, or materials disseminated as part of the program of the person or persons or entity allowed access to Arlington Public Schools



facilities, and remains totally neutral with regard thereto.

The undersigned acknowledges having read this Agreement, understands the rights which are being waived or released hereby, understands the indemnification obligation assumed hereby, and executes the same voluntarily and with full knowledge of its significance.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

---

NOTE: THIS DOCUMENT HAS SIGNIFICANT LEGAL RAMIFICATIONS AND SHOULD BE CAREFULLY READ AND UNDERSTOOD. IF THERE ARE ANY QUESTIONS, THE SIGNER OF THIS DOCUMENT SHOULD CONSULT HIS OR HER OWN ATTORNEY.

Date of Adoption: February 11, 2008

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

Community RelationsUse of School Facilities: Student Groups

1. Access by Youth Organizations. The District will allow, upon request, a representative of a recognized youth organization to provide: (1) oral or written information to students regarding the youth organization and how such youth organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship; and (2) services and activities to any student who is a member of such youth organization. A "recognized youth organization" is limited to those group listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization will be permitted to provide information at school at least once during each school year. The administration will make a good faith effort to find a mutually agreeable date, time, and location for each requesting youth organization, though the administration shall have the ultimate authority to select the date, time, and location for any requesting youth organization. Under no circumstances will any requesting youth organization be permitted to provide oral information to students during instructional time, unless previously approved by the Superintendent or Superintendent's designee. Every representative from a requesting youth organization must submit to, at the organization's cost, a background check. The Superintendent or Superintendent's designee may refuse to allow an individual to be on school grounds if the individual's background check discloses a prior felony conviction or if, in the Superintendent's discretion, the background check otherwise reveals concerns about student safety. Nothing in this Paragraph preempts or undermines any provision of the District's Parental Involvement Policy.
2. Equal Access to Student Groups. In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more non-curriculum related student groups to meet on school premises during noninstructional time.

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

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

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

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

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

Date of Adoption: 07/10/2023

Community RelationsRecording of Others

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

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

Date of Adoption: August 13, 2018

Reviewed: January 11, 2021

Community RelationsUse of School Facilities: Student Groups and Boy Scouts

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

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

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

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

2. Equal Access to Boy Scouts. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall not deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America. The same principles apply to any other youth group listed in Title 36 of the United States Code as a "patriotic society." The administration shall in all respects maintain the District in compliance with the Boy Scouts of America Equal Access Act.

The use of school facilities for student meetings and Boy Scouts as provided above shall be subject to the same provisions as other community, non-school groups and may be required to complete a community use application as and to the same extent as other noncurriculum related student groups (in the case of student meetings) and other outside youth or community groups (in the case of the Boy Scouts).

Legal Reference: 20 U.S.C. §§ 4071-4074 (Equal Access Act)  
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act) & 34 CFR  
Part 10

Date of Adoption: July 13, 2009 and August 10, 2009

Reviewed: November 10, 2014, January 8, 2018, January 11, 2021

Community RelationsBulletin Boards, Display Case, and Posted Material

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

Legal Reference: Neb. Rev. Stat. 79-443

Board Authority for Supervision and Control

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014, January 8, 2018, July 12, 2021

Community RelationsTobacco Policy

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

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

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

Date of Adoption: August 12, 2019

Reviewed: January 11, 2021

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

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

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

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

**B. Preventing Harassment and Discrimination of Employees and Students.**

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

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

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational



environment.

- b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

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

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

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of [Name] Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

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

Date of Adoption: August 24, 2020

Reviewed: March 8, 2021, July 12, 2021

Community RelationsTitle IX - Discrimination

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

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

Legal Authorities: Title IX

Date of Adoption: March 14, 2011

Reviewed: February 9, 2015, March 8, 2021

Community RelationsTitle IX--Procedure For Informal/Formal Hearing

In accordance with Title IX, the Board of Education of Washington County School District 89-0024, the Arlington Public Schools, hereby re-affirms the following procedures for handling complaints alleging a violation of Title IX, a federal law which prohibits sex discrimination in any educational program receiving federal financial assistance.

## Procedure:

- 1) A written complaint must be presented to the Superintendent, or the Superintendent's designated representative(s) on a form available at the school office.
- 2) The Superintendent or the designated representative(s) may request an informal conference to present information relative to the complaint, or to request further information relative to the specific nature of the complaint.
- 3) If the complaint is not resolved in the first informal conference an informal hearing will be arranged at the convenience of both parties.
- 4) The Superintendent or the designated representative(s) will plan the details of the hearing based upon the nature of the complaint and the number of persons involved. This hearing will be conducted by a Hearing Officer designated by the Superintendent or by the Board of Education.
- 5) The complainant will be notified in writing of the time and place of the hearing.
- 6) Witnesses and/or advisors may be called by either party within limits established by the Hearing Officer.
- 7) Upon completion of this hearing, the Hearing Officer will make a report in writing to the Superintendent within ten (10) school days of conclusion of the hearing, with a copy to the complainant. The Superintendent shall within five (5) school days determine whether to accept the recommended action of the Hearing Officer and notify the complainant of the Superintendent's decision. The complainant shall within five (5) school days notify the Superintendent whether the complainant accepts the decision; failure to identify any points of the decision with which the complainant does not agree shall be considered to be acceptance of the decision or the points with which the complainant has not identified disagreement.
- 8) If the above process does not resolve the complaint, an appeal may be made to the Board of Education through the Superintendent by filing a notice of appeal with the Superintendent within ten (10) school days of the Superintendent's notification.

Legal Authorities: Title IX

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, March 8, 2021

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

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

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

**TITLE IX COORDINATOR CONTACT INFORMATION**

Dawn Lewis, Superintendent  
705 N 9<sup>th</sup> Street  
Arlington, NE 68002  
402-478-4173  
dawn.lewis@apseagles.org

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the "Formal Complaint" process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

**B. Formal Complaint Process**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual's participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District's education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

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

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint 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 complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

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

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.



(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the "Draft Investigative Report." The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties' Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator's summary of the parties' interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties' responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties' relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient's code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

### C. Appeals

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

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

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

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

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

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

**D. Informal Resolution**

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

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

**E. Record Keeping**

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: 07/10/2023

Community Relations

Form For Filing Complaints

Washington County School District 89-0024  
Arlington Public Schools  
705 N. 9<sup>th</sup>, Box 580  
Arlington, Nebraska 68002-0580

Date:

Person Making Complaint:

Address:

Phone:

(1) Name of child or person who you believe to have been unlawfully harassed:

---

---

---

(2) Statement of facts detailing date and manner in which child or person was harassed:

---

---

---

(3) Names of witnesses to the harassment:

---

---

(4) Relief requested (what I want done in response to this request):

---

---

The undersigned states: I have a reasonable belief that the facts in this complaint are true and accurate, I am familiar with the School District's Title IX and anti-discrimination grievance and complaint procedures, and I give permission for an investigation to be made into this complaint.

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Date of Adoption: April 9, 2007  
Reviewed: February 9, 2015, March 8, 2021

Community Relations

Building Accessibility

The Board of Education has adopted a plan regarding the accessibility requirements of persons with disabilities who use school facilities as required by the Americans with Disabilities Act of 1990.

Members of the public may review the ADA plan by contacting the Superintendent at the school administrative offices located at 705 N. 9<sup>th</sup>, Arlington, Nebraska.

Comments or complaints regarding the accessibility of district facilities shall be made to the Superintendent.

Legal Authority: Americans with Disabilities Act of 1990 (ADA)

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018, March 8, 2021

Community RelationsADA and Section 504 Grievance Procedure

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

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

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

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, March 8, 2021

Community RelationsNotice of Designation of Coordinator

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

The Superintendent at 705 N. 9th, Arlington, Nebraska 68002, (402) 478-4173, has been designated to coordinate Arlington Public School's compliance with the non-discrimination requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Information concerning such Acts and the applicability of such Acts to the services, programs, or activities of Arlington Public Schools, may be obtained from the superintendent and any complaints alleging non-compliance by the Arlington Public Schools with such Acts should be communicated to the Superintendent.

Legal Authority: Americans with Disabilities Act of 1990 (ADA)

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018, March 8, 2021

Community RelationsService Animals

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

1. Definition of Service Animal

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

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

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

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

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

2. Permit Presence of Service Animals

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

Service animals may be excluded from school premises if:

- a. The service animal is out of control and the service animal's handler does not take



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

3. Control of the Service Animal.

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

4. Responsibility for Care or Supervision.

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

5. Inquiries.

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

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

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

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

Date of Adoption: July 11, 2011

Review: February 9, 2015, February 12, 2018, March 8, 2021

## **Therapy Animals**

The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

**Therapy Animal.** A "therapy animal" is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not "service animals" as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district.

**Therapy Animal Standards and Procedures.** The following requirements must be satisfied *before* a therapy animal will be allowed in school buildings or on school grounds:

**Request.** An Owner who wants to bring a therapy animal to school must submit a written request form to the building principal or his or her designee. The request form is attached to this policy.

**Training and Certification.** The Owner must submit training and certification information requested by the building principal or his or her designee. Any certification required by the school district must remain current at all times.

**Health and Vaccination.** The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

**Control.** A therapy animal must be under the control of the Owner at all times.

**Identification.** The therapy animal must have appropriate identification identifying it as a therapy animal.

**No Disruption.** The therapy animal must not disrupt the educational process by any of its behaviors.

**Health and Safety.** The therapy animal must not pose a health and safety risk to any student, employee, or other person at school.

**Supervision and Care of Therapy Animals.** The Owner is solely responsible for the supervision and care of the therapy animal, including any feeding, exercising, and clean-up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

**Authorized Area(s).** The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by school district administrators.

**Authorized Instances.** The Owner shall only bring the therapy animal to school property at the times explicitly permitted by the building principal.

**Insurance.** The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

**Exclusion or Removal from School.** The decision to authorize or exclude a therapy animal shall be made by the building principal or their designee. A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- A handler does not have control of the therapy animal.
- The therapy animal is not housebroken.
- The therapy animal presents a direct and immediate threat to others in the school; or
- The therapy animal is requested to attend on a date when other animals are scheduled or authorized to be in the building.
- The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

**Allergic Reactions.** If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

**Damages to School Property and Injuries.** The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

**Other Therapy Animals.** Therapy animals (1) owned by students, patrons, or other non-school employees or (2) owned by school employees for their own benefit will not be allowed on school grounds or school property except as otherwise required by law.

**THERAPY ANIMAL REQUEST FORM**

School Building \_\_\_\_\_

Employee/Owner \_\_\_\_\_

Type of Animal: \_\_\_\_\_

Name of Animal: \_\_\_\_\_

Is the animal certified?  Yes  No

Has the animal received any training or certification (such as AKC Canine Good Citizen)?  Yes  No

If yes, please provide details (attach any certifications or proof of training):

\_\_\_\_\_

Identify the date(s) and time(s) you are requesting permission to bring the service animal on school property:

\_\_\_\_\_

Is the animal current on all required immunizations and vaccinations?

Yes  No

Does the animal have an ID that indicates it is a therapy animal?

Yes  No

I have attached the following documentation:

- Proof of current pet licensure
- Proof of current vaccinations and immunizations from a licensed veterinarian
- Declaration page indicating adequate liability insurance coverage

I have read and understand District Policy 5605 (Service Animals and Animals at School). I will abide by the terms of that Policy. I understand that if the therapy animal is out of control, not housebroken, presents a threat to others in the school, or otherwise interferes with the educational process, the school district may exclude or remove my therapy animal from school district property. I agree to be responsible for any damage to school property or injury to personnel, students, or others caused by the animal. I agree to indemnify, defend, and hold harmless the school district from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my therapy animal.

Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL**

School Official Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Community RelationsFund Raising Activities

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

Date of Adoption: April 9, 2007

Readopted: February 11, 2008

Reviewed: February 9, 2015, February 12, 2018 March 8, 2021

Community RelationsGifts to the School District

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

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

Gifts to School Employees

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

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

Gifts by School Employees

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

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018, March 8, 2021

Community RelationsStudent and Staff Memorials

From time to time memorials may be presented to the district. The memorials shall be made known to the superintendent in written format. The superintendent shall bring the information regarding the memorial to the board for their acceptance by a majority vote of the members present at a regular and/or special meeting of the board. All memorials become the property of the district. All decisions about the use and disposition of said memorials shall be made by the board.

The district will provide family and friends ample opportunities to express their grief upon the death of a student or staff member active in the schools at the time of his/her death. Such opportunities shall be in accordance with district rules and procedures.

The board encourages the establishment of memorials in the form of scholarships through the Arlington Education Foundation. The board also encourages contributions by students, staff, and administrators to memorials designated by the family and local charities.

The board reserves the right to reject memorials purchase or donated in memory of a student or staff member if:

1. The memorial contains a name or picture of the deceased to be displayed in a building or on school grounds.
2. It alters the routine of a regular school day.
3. It requires the retirement or discontinued use of school property.
4. It requires the altering of property or publications.
5. It requires altering of school activities in any way.
6. It infringes on the separation of church and state.
7. It requires public funds to purchase, develop, or maintain.
8. It obligates the district in the future that could have an adverse effect on the education of students.

Date of Adoption: April 10, 2017

Reviewed: February 12, 2018, March 8, 2021

Community Relations

School and Community Organizations

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

Date of Adoption: April 9, 2007  
Reviewed: February 9, 2015, February 12, 2018



Community RelationsParent Organizations

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

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

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018, March 8, 2021

Community RelationsCitizens' Advisory Committees

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

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

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018, March 8, 2021

Community RelationsUtilizing Community Resources

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

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018, March 8, 2021

Community RelationsStaff Participation in Community Affairs

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

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018

Community RelationsSchool Personnel and the Public

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

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018, March 8, 2021

Community Relations

Student Production of Goods and Services

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

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018, March 8, 2021

Community RelationsPublic Performances by Students

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

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

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

Date of Adoption: April 9, 2007

Reviewed: February 9, 2015, February 12, 2018, March 8, 2021

Community Relations

Emergency Closure of School Buildings

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

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

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

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

Date of Adoption: May 11, 2020

Reviewed: March 8, 2021



Community RelationsEmergency Exclusion of Persons from School

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

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

Date of Adoption: May 11, 2020

Reviewed: March 8, 2021