

Regular Board of Education Meeting
Wednesday, August 10, 2022
6:00 PM
High School SPED Room, Tecumseh, NE
358 North 6th Street
Tecumseh, NE 68450

1. Call to Order and Roll Call
2. Consent Agenda
 - 2.1. Approval of Regular Meeting Minutes
 - 2.2. Approval of the Claims for Payment and Financial Report
3. Public Comment
4. Presentation to the Board
 - 4.1. Unified Cheer - Amber Beard
5. Administrator Reports
 - 5.1. HS Principal Report
 - 5.2. MS Principal Report
 - 5.3. Activities Director Report
6. Superintendent's Report
 - 6.1. 2022-2023 Budget Preview
7. Future Dates
8. Discussions
 - 8.1. Discuss the costs of a potential construction bond as segmented out by Boyd Jones and Clark Enersen.
9. Regular Agenda-Business
 - 9.1. Consider, discuss and take any necessary action regarding state recommended adult meal prices for school meals.
 - 9.2. Consider, discuss and take any necessary action regarding the 2022-2023 propane bids.
 - 9.3. Consider, discuss and take any necessary action concerning KSB School Law policy updates.
 - 9.4. Consider, discuss and take any necessary action to add Unified Cheer as an official Johnson County Central Activity.
10. Next Meeting
11. Adjournment

JOHNSON COUNTY SCHOOL DISTRICT NO. 0050
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
July 11, 2022, 6:00 p.m.

Members Present: Arlin Beethe, Bob Hutt, Gail Hutt, Rebecca Plager, Kim Wellensiek

Also Present: Jon H. Rother, Superintendent; Laurie Badertscher, Recording Secretary; Rick Lester, High School Principal

Absent: Justin Beethe- Excused/Bereavement

Visitors: Four visitors were present

The Johnson County School District No. 0050 Board of Education met in regular session at 6:00 p.m., Monday, July 11, 2022, in the high school room 201, Tecumseh, Nebraska. A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of meeting and agenda was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published in the Tecumseh Chieftain.

Vice-President, Arlin Beethe called the meeting to order at 6:00 p.m. and opened the meeting by announcing that the Open Meetings Act rules were posted. Roll call was taken. Arlin Beethe-present, Justin Beethe-absent, Bob Hutt-present, Gail Hutt-present, Plager-present, Wellensiek-absent.

A motion was made by Bob Hutt and seconded by Gail Hutt to approve the June 11, 2022 Board of Education minutes as presented. Roll call vote: Arlin Beethe-yes, Justin Beethe-absent, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-absent, Carried 4-0.

A motion was made by Bob Hutt and seconded by Gail Hutt to approve the July 2022, Financial Report and General Fund claims for payment in the amount of \$757,526.94, as presented with check # 8426 approved upon approval of NRCSA membership. Roll Call vote: Justin Beethe-absent, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-absent, Arlin Beethe-yes, Carried 4-0

PUBLIC COMMENT

PRESENTATION TO THE BOARD

Russ Waring, Director of Operations for Johnson County Central, reviewed a list of projects being completed this summer. The sewer lines will be replaced in the football field and concession stand area. HVAC work as well as electrical work, painting, concrete repairs, and additional repairs continue.

President Kim Wellensiek arrived at 6:35 p.m. and assumed the leadership role.

Nathan Haug, Director of Education for Albireo Energy presented to the Board of Education regarding how a plan could be developed to complete an energy assessment of

current facilities. Mr. Haug explained, that there would be a potential for savings in energy if capital improvements would be made to existing facilities.

FUTURE DATES

JCC Board of Education Board Retreat- Monday, July 25, 2022- High School 4:00 p.m.

PRINCIPALS' REPORTS

Principal Lester, reported on work being completed on the Emergency Operations Plan for the district. Principal Bacon, provided a copy of the class Middle School Class Schedule for the 2022-2023 school year.

ACTIVITIES DIRECTOR REPORT

Activities Director, Garret Collin provided a list of Extra Duty Assignments for the 2022-2023 school year. Championship banners have been ordered for all sports to be displayed in the high school gym.

SUPERINTENDENT REPORT

Superintendent Rother provided information on the following:

- Two activity buses have been ordered and will be purchased with ESSER III Federal Funds.
- A preschool playground will be installed at the Tecumseh site by American Playground and will be funded with ESSER III Federal Funds
- After-school program planning continues.

FUTURE DATES

- JCC Board of Education Board Retreat- Monday, July 25, 2022
High School room 204 4:00 p.m.
- NASB Area Membership Meeting- August 23, 2022

REGULAR AGENDA-BUSINESS

Mr. Rother reviewed KSB policies 4040 and 4043. KSB Policies 5001-5067 and 5105 were also presented. Modifications were discussed and made as needed. A motion was made by Arlin Beethe and second by Bob Hutt to approve the KSB Policies as presented Roll call vote: Bob Hutt- yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-absent, Carried 5-0.

The 2022-2023 Student, Staff, and Activities Handbooks were reviewed. Discussion was held and revisions were made as needed. A motion was made by Plager and second by Bob Hutt to approve the 2022-2023 handbooks as presented. Roll Call: Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-absent, Bob Hutt-yes, Carried 5-0

A motion was made by Bob Hutt and seconded by Gail Hutt to renew the Nebraska Rural Community Schools Association (NRCSA) annual membership. Roll call vote: Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-absent, Bob Hutt-yes, Gail Hutt-yes, Carried 5-0

A motion was made by Arlin Beethe and seconded by Plager to approve the 2022-2023 Bread Bid as presented from Bimbo Bakeries USA. Roll call vote: Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-absent, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Carried 5-0

Discussion was held regarding the 2022-2023 propane bids. No action was taken at this time. Superintendent Rother will gather more information for the August 2022 Board of Education Meeting.

A motion was made by Gail Hutt and seconded by Bob Hutt to adjourn the meeting. Roll call vote: Arlin Beethe-yes, Justin Beethe-absent, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes. Carried 5-0

Meeting adjourned at 8:47 p.m.

A Board of Education Retreat will be held on July 25, 2022, at 4:00 p.m. in the High School room 204. The next regularly scheduled meeting will be held in the high school room 204 in Tecumseh, Nebraska at 6:00 p.m. Wednesday, August 10, 2022. The notice of meetings will be published in the Tecumseh Chieftain. The agenda will be posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. A current copy of the agenda will be available for inspection in the office of the Superintendent prior to the meeting.

JOHNSON COUNTY SCHOOL DISTRICT NO. 0050
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
BOARD OF EDUCATION
RETREAT
July 25, 2022
4:00 pm

Members Present: Arlin Beethe, Justin Beethe, Bob Hutt, Gail Hutt, Rebecca Plager, Kim Wellensiek

Also Present: Jon H. Rother, Superintendent

The Johnson County School District No. 0050 Board of Education met in a special session for a Board Retreat at 4:00 p.m., Monday, July 25, 2022, in the high school room 201, Tecumseh, Nebraska. A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of meeting and agenda was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published in the Tecumseh Chieftain.

President, Kim Wellensiek called the meeting to order at 4:08 p.m. and opened the meeting by announcing that the Open Meetings Act rules were posted. Roll call was taken. Arlin Beethe-present, Justin Beethe-present, Bob Hutt-present, Gail Hutt-present, Plager-present, Wellensiek-present.

FUTURE BOND PROSPECTS

Superintendent Rother led a discussion regarding a future bond for the purpose of a building project at Johnson County Central Public Schools. The Board of Education will collaborate with Boyd-Jones (Construction Manager at Risk) Clark Enersen (Architect Firm) and DA Davidson (Bond Underwriter) in the near future to help with the decision-making process of what a new bond would include. Costs associated with the project as well as interest rates with the current market were discussed. The Board of Education talked about possible changes in operations that will need to be considered moving forward if a bond does not pass.

Ideas were shared regarding a possible March, 2023 Special Election and what needs to be considered when educating the patrons of the district on such a bond. It was the consensus of the Board of Education to keep repairs to a minimum for the Cook site and the Tecumseh Elementary buildings.

BOARD OF EDUCATION GOALS

The Board of Education identified board goals as follows:

- Continue to build up the necessary cash reserve.
- Continue to build up funds in the Building Fund.
- Be fiscally responsible.

A motion to adjourn the meeting was made by Justin Beethe and second by Bob Hutt. Roll Call vote: Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes. Carried 6-0

Meeting adjourned at 6:30 p.m.

The next regularly scheduled meeting will be held in the High School room 204 in Tecumseh, Nebraska at 6:00 p.m., Wednesday, August 10, 2022. The notice of meetings will be published in the Tecumseh Chieftain. The agenda will be posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. A current copy of the agenda will be available for inspection in the office of the Superintendent prior to the meeting.

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
A-1 LOCKSMITH LLC	082022	8546	31.93
01 2620 340 001	LOCK REPAIR HS		31.93
A-1 LOCKSMITH LLC	V*082022	8546	(31.93)
01 2620 340 001	LOCK REPAIR HS		(31.93)
Total A-1 LOCKSMITH LLC			0.00
APPLE INC	AJ15189454	8477	2,826.00
01 1100 734 002	MACBOOK PRO (kh)		2,659.00
01 1100 734 000	MOUSE		79.00
01 2320 734 000	ADAPTOR (jr)		88.00
Total APPLE INC			2,826.00
B&H PHOTO-VIDEO	203856313/20373 1610	8478	2,872.67
01 2660 734 000	OUTDOOR SECURTIY CAMERA		2,198.00
01 2580 734 000	BATTERY FOR NETWORK SERVER		674.67
Total B&H PHOTO-VIDEO			2,872.67
BLICK ART MATERIALS	8781276	8479	41.40
01 1100 610 001	HS ART SUPPLIES		20.70
01 1100 610 002	MS ART SUPPLIES		20.70
Total BLICK ART MATERIALS			41.40
BRAIN POP	US344762	8480	3,800.00
01 1100 643 002	BRAIN POP SOFTWARE SUBSCRIPTION		3,800.00
Total BRAIN POP			3,800.00
BRINKMAN BROTHERS INC	770601	8473	68,740.00
01 2710 732 000	PURCHASE OF 2022 SUBURBAN		68,740.00
Total BRINKMAN BROTHERS INC			68,740.00
BULKBOOKS.COM	R923831088	8481	889.07
01 2211 640 001	GROWTH MINDSET SCHOOL IMPROV. BOOKS		222.27
01 2211 640 002	GROWTH MINDSET SCHOOL IMPROV. BOOKS		222.27
01 2211 640 003	GROWTH MINDSET SCHOOL IMPROV. BOOKS		222.27
01 2211 640 004	GROWTH MINDSET SCHOOL IMPROV. BOOKS		222.26
Total BULKBOOKS.COM			889.07
Buss, Scott	07182022	8482	145.00
01 2610 340 002	PEST CONTROL COOK SITE		32.50
01 2610 340 004	PEST CONTROL COOK SITE		32.50
01 2610 340 001	PEST CONTROL TEC SITE		40.00
01 2610 340 003	PEST CONTROL TEC SITE		40.00
Total Buss, Scott			145.00
Carolina Biological Supply Company	51832546 RI	8483	69.62
01 1100 610 003	LAMP/BULB HOLDER		59.37
01 1100 610 003	ALLIGATOR CLIP		10.25

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Total Carolina Biological Supply Company			69.62
Charter Communications	0002258070122	8484	44.33
01 2223 530 000	CABLE SERVICES		44.33
Total Charter Communications			44.33
CITY OF TECUMSEH-UTILITIES	082022	8485	3,482.12
01 2610 410 001	WT/SW TEC SITE		223.75
01 2610 621 001	ELEC. TEC SITE		1,517.31
01 2610 410 003	WT/SW TEC SITE		223.75
01 2610 621 003	ELEC TEC SITE		1,517.31
CITY OF TECUMSEH-UTILITIES	082022b	8559	3,482.11
01 2610 410 001	WT/SW TEC SITE		223.75
01 2610 621 001	ELEC. TEC SITE		1,517.30
01 2610 410 003	WT/SW TEC SITE		223.75
01 2610 621 003	ELEC. TEC. SITE		1,517.31
CITY OF TECUMSEH-UTILITIES	V*082022	8485	(3,482.12)
01 2610 410 001	WT/SW TEC SITE		(223.75)
01 2610 410 003	WT/SW TEC SITE		(223.75)
01 2610 621 001	ELEC. TEC SITE		(1,517.31)
01 2610 621 003	ELEC TEC SITE		(1,517.31)
Total CITY OF TECUMSEH-UTILITIES			3,482.11
CULLIGAN OF PERCIVAL	16368	8486	213.60
01 2610 440 001	WATER SOFTNER RENTAL TEC SITE		106.80
01 2610 440 003	WATER SOFTNER RENTAL TEC SITE		106.80
Total CULLIGAN OF PERCIVAL			213.60
CURRICULM ASSOCIATES, INC	90184791	8487	37.25
01 1100 610 003	QUICKWORD EVERYDAY WRITER 3RD GR		37.25
Total CURRICULM ASSOCIATES, INC			37.25
DAMME APPLIANCE LLC	1656	8488	1,948.00
01 2223 650 003	TV FOR VIDEO / AUDIO TECH LIB TEC		1,948.00
Total DAMME APPLIANCE LLC			1,948.00
DICE COMMUNICATIONS	41507	8489	6,972.69
01 2610 340 002	PROJECTOR INSTALL MS GYM		3,486.35
01 2610 340 004	PROJECTOR INSTALL MS GYM		3,486.34
Total DICE COMMUNICATIONS			6,972.69
EAKES OFFICE SOLUTIONS	INV379654	8490	410.11
01 2560 530 000	FAX LINE MO FEE		102.94
01 1100 610 001	HS ENG/SPANISH SUPPLIES		160.88
01 1100 610 003	ELEM TEC SUPPLIES		13.90
01 1200 610 001	HS SPED SUPPLIES		93.35
01 1100 610 003	ELEM TEC SUPPLIES		39.04
Total EAKES OFFICE SOLUTIONS			410.11
EDCLUB INC.	214591	8491	195.30
01 1100 641 002	TYPING DIGITAL INSTRUCTIONAL MATERIALS		195.30

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Total EDCLUB INC.			195.30
EGAN SUPPLY CO	351901	8492	235.97
01 1100 610 003	ELEM TEC BAGGIES/VINYL GLOVES		235.97
Total EGAN SUPPLY CO			235.97
ESU #4	NAJj-320-54548	8493	2,854.57
01 2230 591 000	ZOOM LICENSED ACT		18.75
01 2230 591 000	NEWORK LINE INSTALL		112.50
01 2213 330 002	EDUCLIMBER WKSHOP		180.00
01 2213 330 001	EDUCLIMBER WKSHOP		90.00
01 2213 330 003	EDUCLIMBER WKSHOP		30.00
01 2213 330 001	NEW TEACHER WKSHOP BH		120.00
01 2213 330 003	NEW TEACHER WKSHOP JP, VM		240.00
01 2213 330 002	MENTAL HEALTH DAY WKSHOP BACON		30.00
01 6408 591 004	0-2 SPEECH SERV		1,845.82
01 2230 591 000	RMA MANAGEMENT CARD TECH SWITCH SETUP		187.50
Total ESU #4			2,854.57
ESU 2	CANVAS0222	8494	990.00
01 1100 643 001	CANVAS 2022-23 SUBSCRIPTION		495.00
01 1100 643 002	CANVAS 2022-23 SUBSCRIPTION		495.00
Total ESU 2			990.00
ESU 6	16915	8495	223.00
01 2230 591 001	TECH HOSTED SERVICES		55.75
01 2230 591 002	TECH HOSTED SERVICES		55.75
01 2230 591 003	TECH HOSTED SERVICES		55.75
01 2230 591 004	TECH HOSTED SERVICES		55.75
ESU 6	52172	8495	223.00
01 2230 591 001	TECH HOSTED SERVICES		55.75
01 2230 591 002	TECH HOSTED SERVICES		55.75
01 2230 591 003	TECH HOSTED SERVICES		55.75
01 2230 591 004	TECH HOSTED SERVICES		55.75
Total ESU 6			446.00
FIRST CONCORD GROUP	082022	8496	138.00
01 2510 340 000	FIRST CONCORD 125 PLAN FEES		138.00
Total FIRST CONCORD GROUP			138.00
GB AUTO SERVICE , INC	3204	8497	528.16
01 2650 431 000	01 2730 431 000		528.16
Total GB AUTO SERVICE , INC			528.16
GRAINGER	2382082684	8498	6,751.33
01 2620 610 000	FLOOR COATING		227.75
01 2620 610 000	BULBS/FLOOR FINISH		617.46
01 2620 610 000	PAINT SUPPLIES, CASTERS, CHAIN		231.67
01 2620 610 001	MINI BLINDS HIGH SCHOOL		46.54
01 2620 610 001	MINI BLINDS HIGH SCHOOL		69.81
01 2620 610 001	MINI BLINDS HIGH SCHOOL		395.59
01 2620 610 000	HAND SOAP CLEANING SUPPLIES		1,489.42

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2620 610 000	FLOOR FINISH		770.52
01 2620 610 000	LIGHTS, GLOVES, TRASH BAGS		719.34
01 2620 610 000	KLEENEX,		165.56
01 2620 610 000	PAPER TOWELS		241.50
01 2620 610 000	TOILET PAPER,		519.40
01 2610 610 000	LIGHT BALLASTS		828.60
01 2610 610 000	ELECTRICAL SUPPLIES, COIL CLEANERS		428.17
Total GRAINGER			6,751.33
Gregory A Shepard	07072022	8499	3,100.00
01 2620 420 001	FLOOR REFINISHING		775.00
01 2620 420 002	FLOOR REFINISHING		775.00
01 2620 420 003	FLOOR REFINISHING		775.00
01 2620 420 004	FLOOR REFINISHING		775.00
Total Gregory A Shepard			3,100.00
HAUG COMMUNICATIONS INC	072822MO-12	8500	313.06
01 2710 890 000	TOWER RENTAL		313.06
Total HAUG COMMUNICATIONS INC			313.06
HOME DEPOT PRO, THE	695893339	8501	584.17
01 2620 610 000	PAINT FOR CONCESSION STAND		287.54
01 2620 610 000	PAINT FOR CONCESSION STAND		153.72
01 2620 610 000	PAINT FOR CONCESSION STAND		142.91
Total HOME DEPOT PRO, THE			584.17
HOMETOWN LEASING	1	8502	2,145.34
01 1100 550 001	COPIER LEASE		536.34
01 1100 550 002	COPIER LEASE		536.34
01 1100 550 003	COPIER LEASE		536.34
01 1100 550 004	COPIER LEASE		536.32
Total HOMETOWN LEASING			2,145.34
ICS PRODUTS INC	41745	8503	179.81
01 2610 610 001	CEILING TILE		44.95
01 2610 610 002	CEILING TILE		44.95
01 2610 610 003	CEILING TILE		44.95
01 2610 610 004	CEILING TILE		44.96
Total ICS PRODUTS INC			179.81
IMPREST ACCT	375193753	8504	656.46
01 2560 531 000	PSTG. CASH		395.56
01 2560 531 000	PSTG. CASH		245.90
01 2710 810 000	SUBURBAN		15.00
Total IMPREST ACCT			656.46
INNOVATIVE OFFICE SOLUTIONS, LLC	in3834767	8505	1,412.34
01 1100 610 004	ELEM COOK SUPPLIES		340.80
01 1200 610 004	ELEM COOK SPED SUPPLIES		21.94
01 1190 610 004	PRE K COOK SITE SUPPLIES		45.26
01 1190 610 004	PREK COOK CHALK		11.70
01 1100 610 004	LEM COOK FOLDERS, LABELS,		47.85

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 1100 610 004	ELEM COOK GLUE		23.20
01 1100 610 004	ELEM COOK SCREEN CLEANER		3.65
01 1100 610 001	HS SUPPLIES		16.44
01 1100 610 003	ELEM LAMINATION FILM		638.35
01 2130 610 000	CUPS FOR SCHOOL NURSE		263.15
Total INNOVATIVE OFFICE SOLUTIONS, LLC			1,412.34
IXL LEARNING	S438380	8506	5,525.00
01 1100 643 002	IXL LICENSE		1,841.67
01 1100 643 003	IXL LICENSE		1,841.67
01 1100 643 004	IXL LICENSE		1,841.66
Total IXL LEARNING			5,525.00
JOHNSON COUNTY HOSPITAL	072022	8507	98.75
01 6408 340 004	PT SERVICES 0-2		98.75
JOHNSON COUNTY HOSPITAL	07282022	8507	152.00
01 2710 340 000	BUS PHYSICAL (km)		152.00
Total JOHNSON COUNTY HOSPITAL			250.75
JOHNSON COUNTY ROAD DEPT.	0720222	8508	1,707.90
01 2710 626 000	VAN /BUS GAS @4.149/ GAL		1,604.17
01 2650 626 000	MOWER GAS 25.00/GAL		103.73
Total JOHNSON COUNTY ROAD DEPT.			1,707.90
KATIE RADKE	22623	8509	265.63
01 2410 333 001	MLG REIMB TO DESMOINS SUI TRAINING .625/		265.63
Total KATIE RADKE			265.63
KERNER TRUE VALUE	JULY 2022	8510	1,233.01
01 2620 610 000	PAINT		66.99
01 2620 610 000	PAINT		66.99
01 2620 610 000	WATER CAN		12.99
01 2620 610 000	DEHUMIDIFIER		416.99
01 2630 610 000	ROUNDUP		128.99
01 2620 610 000	HOOD KIT		21.99
01 2620 610 000	NAILS , ADHESIVE		20.98
01 2620 610 000	CAULK, TEXTURE SPRAY		91.17
01 2620 610 000	SPOT SHOT REMOVER		8.49
01 2620 610 000	ANCHOR SHACKEL, SPONGE, WEDGE		31.53
01 2620 610 000	BASE		9.11
01 2620 610 000	DOVE COVER		11.99
01 2620 610 000	PAINT		16.31
01 2620 610 000	DOVE COVER		7.29
01 2620 610 000	2X4 X 2		33.48
01 2620 610 000	MENDING PLATE, FINISH NAILS		33.46
01 2620 610 000	BUILDIG MATERIALS MISC		8.29
01 2620 610 000	CORNER IRON 1X4S 1X12		39.75
01 2620 610 000	BLK ENAMEL		49.99
01 2620 610 000	CLEANER		5.99
01 2620 610 000	SILI SEALANT		24.98
01 2620 610 000	ANT BAIT/BORAX		22.97
01 2620 610 000	2X6 X10 PUTTY KNIFE, SPACKLING		155.27
01 2620 622 000	CREDIT FROM ACT. FUND PYMNT		(52.98)

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Total KERNER TRUE VALUE			1,233.01
KSB SCHOOL LAW	12349	8511	125.00
01 2330 317 000	LEGAL SERVICES		125.00
Total KSB SCHOOL LAW			125.00
LAKESHORE LEARNING	33299308022	8512	49.99
01 1100 610 003	MAGNETIC LETTERS TITLE ROOM		49.99
Total LAKESHORE LEARNING			49.99
Mahoney Concrete	1990	8513	2,450.00
01 2630 450 002	SIDEWALK REPAIR COOK SITE		1,225.00
01 2630 450 004	SIDEWALK REPAIR COOK SITE		1,225.00
Total Mahoney Concrete			2,450.00
MASTERCARD	082022	8514	4,812.65
01 9000 890 000	GIRLS BBALL BOWLING REIM		270.45
01 1100 610 001	POSTERS HS		176.85
01 2620 610 000	FLOOR FINISH		187.69
01 2620 610 000	CREDIT ON FLOOR FINISH		(12.69)
01 9000 890 000	CHAMPIONSHIP BANNERS		848.72
01 1100 610 004	LABELS ELEM COOK		39.72
01 2560 530 000	POSTAGE HS LETTERS		132.00
01 2130 610 000	NURSE SUPPLIES		1,777.10
01 2130 610 000	NURSE SUPPLIES CREDIT		(108.46)
01 9000 890 000	CRICUT (MS FUND RAISER REIMB)		527.49
01 9000 890 000	KITCHEN PART REIMB BY LUNCH FUND		53.53
01 1100 610 003	3RD GRADE SUPPLIES-CURSIVE WR.PAPER ETC		120.83
01 1100 610 003	3RD GRADE MAP READING CURR.		224.55
01 9000 890 000	CREDIT ON CICUT (MS FUND RAISER REIMB)		(27.50)
01 2410 580 001	ROOM FOR SUI TRAINING IN DESMOINS IA KR		313.60
01 2410 580 001	MEAL FOR SUI TRAINING IN DES MOINS IA KR		22.19
01 2320 580 000	AMERICINN ADMIN DAYS (jr)KEAR. 7/26-28		266.58
Total MASTERCARD			4,812.65
MATHESON TRI-GAS INC DBA	51987122	8515	74.26
01 1100 610 001	HS WELDING SUPPLIES		74.26
Total MATHESON TRI-GAS INC DBA			74.26
MELLAGE TRUCK AND TRACTOR INC	126302	8516	3,279.60
01 2710 340 000	BUS #14 FRONT END OVERHAUL/ROTORS, STEER		3,279.60
Total MELLAGE TRUCK AND TRACTOR INC			3,279.60
MENARDS-LINCOLN SOUTH	89040	8517	1,572.99
01 1190 733 004	STORAGE UNIT PREK COOK SITE		1,572.99
Total MENARDS-LINCOLN SOUTH			1,572.99
NE SAFETY CENTER	57-10268	8518	225.00

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2710 330 000	LEVEL 2 TRANS COURSE (dw)		125.00
01 2710 330 000	LEVEL 2 TRANS COURSE (vm)		100.00
Total NE SAFETY CENTER			<u>225.00</u>
NEHCA	138632	8519	809.91
01 1100 610 001	CPR BOOKS X 9		809.91
Total NEHCA			<u>809.91</u>
NMMKS SECURITIES LLC	5803	8520	31.93
01 2620 610 001	MASTER CYLINDER		31.93
Total NMMKS SECURITIES LLC			<u>31.93</u>
OMAHA PUBLIC POWER DIST	082022	8521	5,457.22
01 2610 621 002	ELEC. COOK SITE		2,728.61
01 2610 621 004	ELEC. COOK SITE		2,728.61
Total OMAHA PUBLIC POWER DIST			<u>5,457.22</u>
ONE SOURCE	1520-20220731	8522	180.00
01 2570 340 000	BACKGROUND CKS (jm, nb, ab)		142.50
01 2570 340 000	BACKGROUND CK (kh)		37.50
Total ONE SOURCE			<u>180.00</u>
OTOE CO TREASURER	07072022	8523	638.60
01 2310 310 000	PRIMARY ELECTION 2022 OTOE CO FEES		638.60
Total OTOE CO TREASURER			<u>638.60</u>
PRAIRIE MECHANICAL CORPORATION	59673	8524	4,007.50
01 2610 431 002	CHILLER REPAIR COOK SITE		2,003.75
01 2610 431 004	CHILLER REPAIR COOK SITE		2,003.75
Total PRAIRIE MECHANICAL CORPORATION			<u>4,007.50</u>
PYRAMID SCHOOL PRODUCTS	S1442143. 001/S144189	8525	1,204.98
01 1100 610 004	ELEM COOK - BATTERIES, HILI, SCISSORS		436.18
01 1100 610 002	MS ART SUPPLIES / PENCILS, GLUE ETC.		103.58
01 1190 610 004	PREK GLUE STICKS./ BAGGIES		51.99
01 1100 610 001	HS SUPPLIES TAPE BATTERIES, PENCILS		185.22
01 1100 610 003	ELEM TEC TAPE, BATTERIES, PENCILS		185.22
01 2130 610 000	NURSE, GLOVES, OINTMENT		242.79
Total PYRAMID SCHOOL PRODUCTS			<u>1,204.98</u>
Ray Jay Sanitation	072022	8474	490.00
01 2620 420 001	GARBAGE SER TEC SEE CK 8432		245.00
01 2620 420 003	GARBAGE SERV TEC SEE CK 8432		245.00
Ray Jay Sanitation	082022	8526	510.00
01 2620 420 003	GARBAGE SERVICE TEC SITE		255.00
01 2620 420 001	GARBAGE SERVICE TEC SITE		255.00
Total Ray Jay Sanitation			<u>1,000.00</u>
REALLY GOOD STUFF, INC	7988992	8527	283.69

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 1100 610 003	FOLDERS, CROWNS, PAPER, HATS,		163.81
01 1100 610 003	3RD GRADE CURSIVE DESKTOP HELPERS		119.88
Total REALLY GOOD STUFF, INC			283.69
SAVVAS LEARNING COMPANY LLC	7027968826	8528	2,109.40
01 1100 641 001	HS CHEMISTRY EBOOKS		2,109.40
Total SAVVAS LEARNING COMPANY LLC			2,109.40
SCHOLASTIC INC	M7240228 2	8529	1,421.68
01 1200 640 001	HS SPED SCHOLASTIC MAG		285.67
01 1100 640 001	HS COUNS. SCHOLASTIC MAG		409.89
01 1100 640 003	ELEM TEC KDG, 3,2,SCHOL MAG		641.42
01 1190 640 003	PREK TEC SCHOL MAG		84.70
SCHOLASTIC INC	M7253873 9	8529	1,421.46
01 1100 640 004	SCHOLASTIC 4,5		451.62
01 1100 640 002	SCHOLASTIC MS		848.84
01 1190 640 004	SCHOLASTIC PREK		121.00
Total SCHOLASTIC INC			2,843.14
SCHOOL HEALTH CORPORATION	4064377-01	8530	104.40
01 1200 733 002	BEANBAG CHAIRS SPED MS		104.40
Total SCHOOL HEALTH CORPORATION			104.40
SCHOOL MATE	IN000578812	8531	597.50
01 1100 610 002	MIDDLE SCHOOL PLANNERS		162.50
01 1100 610 003	ELEM TEC. PLANNERS		300.00
01 1100 610 004	PLANNERS ELEM COOK		135.00
Total SCHOOL MATE			597.50
SCHOOL SPECIALTY, LLC	208130381976	8532	1,965.99
01 1190 610 004	PREK COOK SITE SENSORY BALLS		77.99
01 1100 610 003	ELEM TEC, TAPE, ENVELOPES, DRY ERASE ETC		239.71
01 2220 610 002	BOOK ENDS MS LIBRARY		56.00
01 1200 610 004	SPED ELEM COOK, PAPR, MICROSLIDES, REC B		59.87
01 1190 610 004	PREKTEC , BAGS, REST MATS, POLYE		247.61
01 1100 610 003	ELEM TEC FOLDERS, NAME PLEATES,CLAY		113.95
01 1100 610 003	2ND GRADE TAGBOARD, FOLDERS, PAPER		217.12
01 1190 610 004	PREKCK-TIMER, BALLS, SCISSORS, VEST,SENS		458.36
01 1100 610 003	ELEM TEC. PAPER (CONSTRUCTION)		355.36
01 1100 610 003	3RD GRADE RAINSTICK KITS		140.02
Total SCHOOL SPECIALTY, LLC			1,965.99
SEESAWLEARNING INC	2021-73580	8533	780.00
01 1100 643 003	SEESAW SUBSCRIPTION		390.00
01 1100 643 004	SEESAW SUBSCRIPTION		390.00
Total SEESAWLEARNING INC			780.00
SENCA SANITATION	082022	8534	350.00
01 2620 420 002	GARBAGE SERV COOK SITE		175.00

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2620 420 004	GARBAGE SERV COOK SITE		175.00
SENCA SANITATION	SEE CK 8432	8475	350.00
01 2620 420 002	GARBAGE SERV COOK SITE		175.00
01 2620 420 004	GARBAGE SERV COOK SITE		175.00
Total SENC SANITATION			700.00
SOFTWARE UNLIMITED INC	1218	8535	8,940.00
01 2510 643 001	ACCT. SOFTWARE ANNUAL FEE ALL FUNDS		2,235.00
01 2510 643 002	ACCT. SOFTWARE ANNUAL FEE ALL FUNDS		2,235.00
01 2510 643 003	ACCT. SOFTWARE ANNUAL FEE ALL FUNDS		2,235.00
01 2510 643 004	ACCT. SOFTWARE ANNUAL FEE ALL FUNDS		2,235.00
Total SOFTWARE UNLIMITED INC			8,940.00
SYMMETRY ENERGY SOLUTIONS, LLC	14100954	8536	727.61
01 2610 621 001	JUNE NATURAL GAS		363.81
01 2610 621 003	JUNE NATURAL GAS		363.80
Total SYMMETRY ENERGY SOLUTIONS, LLC			727.61
TECUMSEH CHIEFTAIN	5145	8537	407.23
01 2310 540 000	LEGALS		39.73
01 2570 540 000	EMPLOYMENT ADS		367.50
Total TECUMSEH CHIEFTAIN			407.23
UNITED STATES ACADEMIC DECATHLON	2220260	8538	846.30
01 1100 610 001	ACADECA RESOURCES FOR 2022-23		846.30
Total UNITED STATES ACADEMIC DECATHLON			846.30
VERIZON WIRELESS	9911562451/11562452	8539	348.73
01 2560 382 000	CELL PHONE SERV		213.70
01 6998 340 001	HOTSPOTS		135.03
Total VERIZON WIRELESS			348.73
WATER ENGINEERING INC	in89061	8540	645.00
01 2610 340 001	WATER MANAGEMENT SERVICES 3 MONTHS		161.25
01 2610 340 002	WATER MANAGEMENT SERVICES 3 MONTHS		161.25
01 2610 340 003	WATER MANAGEMENT SERVICES 3 MONTHS		161.25
01 2610 340 004	WATER MANAGEMENT SERVICES 3 MONTHS		161.25
Total WATER ENGINEERING INC			645.00
WESTOVER ROCK & SAND INC	13457	8541	538.82
01 2620 610 002	ROCK FOR COOK SITE		269.41
01 2620 610 004	ROCK FOR COOK SITE		269.41
Total WESTOVER ROCK & SAND INC			538.82
WHITTEMORE SPRINKLER CO INC	07202022	8542	1,135.86
01 2630 431 000	SPRINKLER REPAIR FOOTBALL FIELD		1,135.86

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Total WHITTEMORE SPRINKLER CO INC			1,135.86
WINDSTREAM	082022	8543	581.15
01 2560 530 000	TELEPHONE SERV TEC		243.70
01 2560 530 000	TELEPHONE SERV COOK SITE		337.45
Total WINDSTREAM			581.15
WOODRIVER ENERGY	289556	8544	298.89
01 2610 621 001	NATURAL GAS JULY 2022		149.45
01 2610 621 003	NATURAL GAS JULY 2022		149.44
Total WOODRIVER ENERGY			298.89
Fund Number 01			171,777.99
Checking Account ID 1			171,777.99

**Johnson Count Central Public Schools
District 49-0050 August 2022 General Fund Exp.**

JCC DIST 49-0050 GEN. FUND CLAIMS FOR PYMT August 2022	171,777.99
JCC DIST 49-0050 PAYROLL August 2022	<u>532,774.08</u>
JCC DIST 49-0050 August 2022 TOTAL EXP.	<u>704,552.07</u>

**92% % of Budget
100% of Year**

JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
STATEMENT OF ACCOUNTS
2021-2022
GENERAL FUND
American National Bank
Account # 1055931

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
April-21	772,532.51	671,351.24	712,473.64	0.00	813,654.91
May-21	813,654.91	695,917.74	2,095,270.08	0.00	2,213,007.25
June-21	2,213,007.25	638,259.21	486,677.01	0.00	2,061,425.05
July-21	2,061,425.05	657,223.83	214,721.54	0.00	1,618,922.76
August-21	1,618,922.76	678,264.77	262,803.19	0.00	1,203,461.18
September-21	1,203,461.18	823,870.77	1,653,279.10	0.00	2,032,869.51
October-21	2,032,869.51	751,019.30	179,471.69	0.00	1,461,321.90
November-21	1,461,321.90	707,765.64	96,444.75	0.00	850,001.01
December-21	850,001.01	698,827.89	566,023.46	0.00	717,196.58
January-22	717,196.58	676,491.24	1,291,505.94	0.00	1,332,211.28
February-22	1,332,211.28	667,835.61	747,838.53	0.00	1,412,214.20
March-22	1,412,214.20	792,185.33	291,675.85	0.00	911,704.72
April-22	911,704.72	690,735.80	931,697.00	0.00	1,152,665.92
May-22	1,152,665.92	683,658.77	2,058,994.24	0.00	2,528,001.39
June-22	2,528,001.39	700,313.31	297,137.05	0.00	2,124,825.13
July-22	2,124,825.13	826,333.31	140,347.35	0.00	1,438,839.17

IMPREST ACCOUNT
American National Bank
Account #4084077

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
April-21	2,886.75	324.2	1,057.87	0.00	3,620.42
May-21	3,620.42	361	279.40	0.00	3,538.82
June-21	3,538.82	450.53	0.00	0.00	3,088.29
July-21	3,088.29	664.14	951.85	0.00	3,376.00
August-21	3,376.00	205.45	452.14	0.00	3,622.69
September-21	3,622.69	277.74	483.19	0.00	3,828.14
October-21	3,828.14	655.9	248.63	0.00	3,420.87
November-21	3,420.87	213.75	0.00	0.00	3,207.12
Decemeber-21	3,207.12	248.63	869.65	0.00	3,828.14
January-22	3,828.14	214.85	0.00	0.00	3,613.29
February-22	3,613.29	274.02	462.61	0.00	3,801.88
March-22	3,801.88	1352.18	0.00	0.00	2,449.70
April-22	2,449.70	571.69	1,533.35	0.00	3,411.36
May-22	3,411.36	1310.07	665.79	0.00	2,767.08
June-22	2,767.08	522.94	514.60	0.00	2,758.74
July-22	2,758.74	656.46	251.34	0.00	2,353.62

BUILDING FUND
Account MM #50000119

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
March-21	346,200.50	0.00	10,646.80	2.56	356,849.86
April-21	356,849.86	3,000.00	35,319.92	2.46	389,172.24
May-21	389,172.24	0.00	114,990.58	2.94	504,165.76
June-21	504,165.76	0.00	15,278.91	3.26	519,447.93
July-21	519,447.93	24,673.79	4,940.77	3.60	499,718.51
August-21	499,718.51	54,885.64	10,497.32	3.15	455,333.34
September-21	455,333.34	25,561.50	92,960.36	3.29	522,735.49
October-21	522,735.49	18,972.14	8,517.51	3.53	512,284.39
November-21	512,284.39	0.00	3,269.50	3.38	515,557.27
December-21	515,557.27	0.00	21,395.63	3.56	536,956.46
January-22	536,956.46	0.00	64,750.35	3.89	601,710.70
February-22	601,710.70	0.00	39,045.46	3.83	640,759.99
March-22	640,759.99	0.00	13,678.98	4.41	654,443.38
April-22	654,443.38	0.00	51,120.77	4.62	705,568.77
May-22	705,568.77	0.00	130,708.43	5.14	836,282.34
June-22	836,282.34	0.00	13,695.77	5.54	849,983.65
July-22	849,983.65	0.00	2,375.23	9.43	852,368.31

BOND FUND

American National Bank
Account MM #3188887

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
April-21	16,885.04	0.00	0.00	0.08	16,885.12
May-21	16,885.12	0.00	0.00	0.09	16,885.21
June-21	16,885.21	0.00	0.00	0.08	16,885.29
July-21	16,885.29	0.00	0.00	0.09	16,885.38
August-21	16,885.38	0.00	0.00	0.08	16,885.46
September-21	16,885.46	0.00	0.00	0.09	16,885.55
October-21	16,885.55	0.00	0.00	0.08	16,885.63
November-21	16,885.63	0.00	0.00	0.09	16,885.72
December-21	16,885.72	0.00	0.00	0.08	16,885.80
January-22	16,885.80	0.00	0.00	0.09	16,885.89
February-22	16,885.89	0.00	1.24	0.08	16,887.21
March-22	16,887.21	0.00	6.19	0.08	16,893.48
April-22	16,893.48	0.00	0.00	0.09	16,893.57
May-22	16,893.57	0.00	0.00	0.08	16,893.65
June-22	16,893.65	0.00	0.00	0.08	16,893.73
July-22	16,893.73	0.00	0.00	0.17	16,893.90

QUAL CAP PURP
American National Bank
Savings Account #7005153

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
April-21	10,758.24	0.00	0.00	0.07	10,758.31
May-21	10,758.31	0.00	0.00	0.06	10,758.37
June-21	10,758.37	0.00	0.00	0.07	10,758.44
July-21	10,758.44	0.00	0.00	0.08	10,758.52
August-21	10,758.52	0.00	0.00	0.07	10,758.59
September-21	10,758.59	0.00	0.00	0.07	10,758.66
October-21	10,758.66	0.00	0.00	0.07	10,758.73
November-21	10,758.73	0.00	0.00	0.07	10,758.80
December-21	10,758.80	0.00	0.00	0.08	10,758.88
January-22	10,758.88	0.00	0.00	0.07	10,758.95
February-22	10,758.95	0.00	0.00	0.06	10,759.01
March-22	10,759.01	0.00	0.00	0.08	10,759.09
April-22	10,759.09	0.00	0.00	0.07	10,759.16
May-22	10,759.16	0.00	0.00	0.07	10,759.23
June-22	10,759.23	0.00	0.00	0.07	10,759.30
July-22	10,759.30	0.00	0.00	0.10	10,759.40

DEPRECIATION FUN

American National Bank
Account MM #50000107

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
April-21	12,448.01	0	0	0.06	12,448.07
May-21	12,448.07	0	0	0.06	12,448.13
June-21	12,448.13	0	0	0.06	12,448.19
July-21	12,448.19	10,522.26	0	0.04	1,925.97
August-21	1,925.97	15.00	0	0.01	1,910.98
September-21	1,910.98	15.00	15	0.01	1,910.99
October-21	1,910.99	15.00	2,545	0.02	4,441.01
November-21	4,441.01	0.00	0	0.02	4,441.03
December-21	4,441.03	0.00	0	0.02	4,441.05
January-22	4,441.05	0.00	0	0.03	4,441.08
February-22	4,441.08	0.00	0	0.02	4,441.10
March-22	4,441.10	0.00	0	0.02	4,441.12
April-22	4,441.12	0.00	0	0.02	4,441.14
May-22	4,441.14	0.00	0	0.02	4,441.16
June-22	4,441.16	0.00	0	0.02	4,441.18
July-22	4,441.18	0.00	0	0.05	4,441.23

EMPLOYEE BENEFIT FUND

Savings Account #70005160

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
April-21	497.74	0	0	0.00	497.74
May-21	497.74	0	0	0.00	497.74
June-21	497.74	0	0	0.00	497.74
July-21	497.74	0	0	0.00	497.74
August-21	497.74	0	0	0.00	497.74
September-21	497.75	0	0	0.00	497.75
October-21	497.75	0	0	0.00	497.75
November-21	497.75	0	0	0.00	497.75
December-21	497.75	0	0	0.01	497.76
January-22	497.76	0	0	0.00	497.76
February-22	497.76	0	0	0.00	497.76
March-22	497.76	0	0	0.01	497.77
April-22	497.77	0	0	0.00	497.77
May-22	497.77	0	0	0.00	497.77
June-22	497.77	0	0	0.01	497.78
July-22	497.78	0	0	0.00	497.78

CONTINGENCY FUND

American National Bank

Savings Account #70005174

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
April-21	2,691.18	0	2.89	0.02	2,694.09
May-21	2,694.09	0	3.94	0.01	2,698.04
June-21	2,698.04	0	4.07	0.02	2,702.13
July-21	2,702.13	0	3.94	0.02	2,706.09
August-21	2,706.09	0	4.07	0.01	2,710.17
September-21	2,710.17	0	4.07	0.02	2,714.26
October-21	2,714.26	0	3.94	0.01	2,718.21
November-21	2,718.21	0	4.07	0.02	2,722.30
December-21	2,722.30	0	3.94	0.01	2,726.25
January-22	2,726.25	0	4.07	0.02	2,730.34
February-22	2,730.34	0	4.07	0.01	2,734.42
March-22	2,734.42	0	1.18	0.02	2,735.62
April-22	2,735.62	0	3.68	0.02	2,739.32
May-22	2,739.32	0	3.45	0.01	2,742.78
June-22	2,742.78	0	3.56	0.02	2,746.36
July-22	2,746.36	0	3.45	0.02	2,749.83

Contingency Fund CD #001120027210.....12,000.00 (TFB 3/10/23)

SCHOOL BOARD MEETING AUGUST REPORT FROM PRINCIPAL – RICK LESTER

Below are dates and events that I thought you would be interested in:

Here is our Staff in-service agenda:

TUESDAY, AUGUST 9

- 8:00 a.m. All staff meet in high school cafeteria for coffee and breakfast
- 8:30 a.m. All staff meeting with Mr. Rother at elementary auditorium
- 10:00 a.m. Amanda Drier from Southeast Department of Health – Suicide Prevention Training (QPR) for all staff at elementary auditorium
- 12:00 p.m. Lunch provided in the high school cafeteria
- 1:00 p.m. All activity sponsors (HS and JH head or asst.) meet with Mr. Collin at high school cafeteria
- 2:00 p.m. Staff work in classrooms
- 4:00 p.m. Staff dismissed

WEDNESDAY, AUGUST 10

- 8:00 a.m. Staff work in classrooms
- 9:00 a.m. Alyssa Cline from Project Response – Dating Violence Training for 4th grade through 12th grade staff at high school gym
- 10:00 a.m. PK-3rd grade staff Technology meeting with Marcus and Karen at elementary auditorium
- 12:00 p.m. Lunch on your own
- 1:00 p.m. Staff work in classrooms
- 3:00 p.m. Meeting with new high school teachers and mentors at Mr. Lester's office
- 4:00 p.m. Staff dismissed
- 6:00 p.m. Cook site Open House

THURSDAY, AUGUST 11

- 8:00 a.m. High school staff meeting with Mr. Lester at high school cafeteria
- 10:00 a.m. 4th-8th grade staff Technology meeting with Marcus and Karen at Cook site library
- 12:00 p.m. Lunch on your own
- 1:00 p.m. Staff work in classrooms
- 4:00 p.m. Staff dismissed
- 6:00 p.m. Tecumseh site Open House

FRIDAY, AUGUST 12

- 8:00 a.m. PK-3rd grade staff meeting with Mr. Rother at elementary auditorium
- 10:00 a.m. High School staff Technology meeting with Marcus and Karen at high school cafeteria
- 12:00 p.m. Lunch at Cook site sponsored by Cook Legion Auxiliary
- 1:00 p.m. 4th – 8th grade staff meeting with Mr. Bacon at Cook site library
- 2:00 p.m. Staff work in classrooms
- 4:00 p.m. Staff dismissed

- I will go over the Student Handbook, Activities Handbook with each grade starting Tuesday, August 16th and will continue with a class each day. During this meeting I will also discuss our ACT Prep Test opportunities.
- School pictures are scheduled for Friday, September 9.
- Looking forward to an awesome year –I appreciate your commitment as board members and your interest in our students and staff. If you have any questions or need anything contact me anytime. Thank You for all you do for JCC!!

Board Meeting – August 10, 2022

Rich Bacon

Principal's Report

- We are looking forward to the 4-8 Walk-Through/Open House on August 10 with the 4th and 5th grade at 5:00 p.m., PreK at 5:30 p.m. and middle school at 6:00 p.m.
- Current enrollment numbers for the Cook site: 120 M.S. students, 58 4th & 5th students and 19 PreK students. 4th grade-28 students, 5th grade-30 students, 6th grade-36 students, 7th grade-40 students, 8th grade-44 students.
- Our new fitness center is scheduled to be installed during the first two weeks of September. They were still working on the logistics and will have more details as we get closer to September. The ribbon cutting ceremony and pep rally is scheduled for Friday, October 14, starting at 8:30 a.m. We have to prepare a guest list of our local dignitaries that are coming, so make sure you check your email over the next couple of weeks for your invitation.
- Our Counselors and Administration met last week to look at our student data and talk about sharing it with staff.
- The M.S., grades 4-8, is planning to start round 1 of NSCAS Growth and MAP-science testing soon after school gets started, probably starting the week of August 22.

Garrett Collin
Activities Report
August 10th, 2022

**Fall practices started Monday, August 8th.

**Early participation numbers

- Football: 25
- Girls Golf: 5
- Volleyball: 16
- Cross Country: 3 girls, 7 boys

**The NSAA Board of Directors approved the Wet Bulb Globe Thermometer (WBGT) as the recommended measurement practice and device for measuring acceptable heat/humidity levels for practices and contests. The use of WBGT is recommended throughout the calendar year when the ambient temperature is above 80 degrees (see attachment).

**Mrs. Beard would like to add Unified Cheer

**First HS competition dates

- Volleyball, Girls Golf, Cross Country: August 25th
- Football: August 26th

**Mr. Bacon has made his debut as the ECNC Director of Events!

NSAA Wet Bulb Globe Thermometer (WBGT) Heat Modification Guidelines

The NSAA Board of Directors approved the Wet Bulb Globe Thermometer (WBGT) as the recommended measurement practice and device for measuring acceptable heat / humidity levels for practices and contests. The use of WBGT is recommended throughout the calendar year when the ambient temperature is above 80 degrees.

Region 1	Region 2	Activity Guidelines
< 76.1	< 79.7	NORMAL ACTIVITIES 3 SEPARATE - 3 TO 5 MINUTE REST / WATER BREAKS PER HOUR
76.2 - 81	79.8 - 84.6	USE DISCRETION FOR INTENSE / PROLONGED PRACTICE 3 SEPARATE - 4 TO 6 MINUTE REST / WATER BREAKS PER HOUR MONITOR AT-RISK ATHLETES CLOSELY COLD WATER IMMERSION AVAILABLE
81.1 - 84	84.7 - 87.6	MAXIMUM PRACTICE TIME IS 2 HOURS HELMETS AND SHOULDER PADS ONLY REMOVE HELMETS AND SHOULDER PADS IF CONDITIONING 4 SEPARATE - 4 TO 6 MINUTE REST / WATER BREAKS PER HOUR MONITOR AT-RISK ATHLETES CLOSELY COLD WATER IMMERSION AVAILABLE CONTESTS: PER NFHS RULES, IMPLEMENT ADDITIONAL/EXTENDED TIMEOUTS FOR REST / WATER BREAKS
84.1 - 86.1	87.7 - 89.7	MAXIMUM PRACTICE TIME IS 1 HOUR HELMETS AND SHOULDERS PADS PROHIBITED NO CONDITIONING 4 SEPARATE - 5 TO 7 MINUTE REST / WATER BREAKS PER HOUR MONITOR AT-RISK ATHLETES CLOSELY COLD WATER IMMERSION AVAILABLE CONTESTS: PER NFHS RULES, IMPLEMENT ADDITIONAL/EXTENDED TIMEOUTS FOR REST / WATER BREAKS CONTESTS: CONSIDER DELAYING / POSTPONING START TIMES
> 86.1	> 89.7	NO OUTDOOR ACTIVITIES CANCEL OR DELAY OUTDOOR PRACTICES / CONTESTS UNTIL LOWER WBGT IS RECORDED

Additional Information:

- PARTICIPANTS SHOULD ALWAYS HAVE UNRESTRICTED ACCESS TO WATER / FLUIDS**
- WBGT SHOULD BE MEASURED EVERY 30 MINUTES**
- INDIVIDUAL REACTIONS TO HEAT WILL VARY PER ATHLETE**
- SCHOOLS SHOULD HAVE AN EXERTIONAL HEAT ILLNESS EMERGENCY ACTION PLAN**
- AT RISK ATHELETES SHOULD ALWAYS BE MONITORED CLOSELY**

WBGT is an all-inclusive measure of the heat stress in direct sunlight, which takes into account ambient temperature, humidity, sun angle, wind speed, cloud cover (solar radiation)

Mr. Rother
August 2022

Superintendent & Tecumseh Site Elementary Board Report

- For a March bond election, the board would need a resolution at least 50 days prior to March 14. This would probably be the January board meeting.
- Current PK-12 enrollment for JCC is 484 students.
- Open Houses are Wednesday, August 10 for the Cook Site and Thursday, August 11 for the Tecumseh Site.
- Todd Calfee and Cecilia Striler from Western National Bank would like to set up a time to meet with several board members and myself to discuss how their business can help promote a school bond and to help promote the school district.
- We are still looking for parts for the Tecumseh Site merry-go-round. I have begun looking at replacement equipment.
- We have several new hires: Haylee Boldt (para-professional), Nicole Beck (para-professional) and Ann Britt (para-professional).

Johnson County Community Schools
 Cost Option Menu
 8/10/2022

Instructions: Build combinations of options by placing an "X" in the desired option for each location.

	Value	Option 1	Option 2	Option 3	Comments
Elementary School	\$21,642,060	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65,582 SF; includes commons, kitchen, etc
High School	\$22,530,600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62,585 SF; includes commons, kitchen, etc
Elementary + High School	\$31,504,376	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92,145 SF
Competition Gym + Locker Rooms	\$6,743,560	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19,834 SF
Wrestling Room	\$1,099,100	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3,790 SF
Weight Room	\$1,697,950	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5,855 SF
Auxiliary Gym	\$3,398,850	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10,790 SF
CTE	\$1,836,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4,896 SF
Subtotal		\$39,945,886	\$0	\$0	
Escalation Factor (18%)		\$7,190,259	\$0	\$0	
Construction Total		\$47,136,145	\$0	\$0	
Additional Project Costs (13%)		\$6,127,699	\$0	\$0	
TOTAL		\$53,263,844	\$0	\$0	

Additional Project Costs Include:

- Design Fees
- Furniture, Fixtures, Equipment
- Special Inspections, Testing

Gottula Propane Service, Inc.
P.O. Box 128, 335 Main Street
Elk Creek, NE 68348
402-877-2615 800-333-2615

July 6, 2022

Johnson County Central Public Schools
ATTN: Mr. Jon H Rother
P.O. Box 338
Tecumseh, NE 68450

Delivery site: 407 1st Street, Cook, NE 68329

RE: PROPANE BIDS

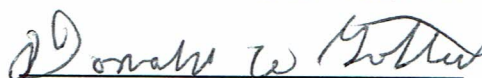
We would submit a bid of \$1.72 per gallon for propane delivered to your school in Cook.

The 5,000 gallon variance plus would be delivered at \$1.72 per gallon and payable the next regular board meeting following the purchase. The gallons left from the original contract of 35,000 gallons will be credited back June 30, 2023 minus \$0.20 per gallon penalty.

Thank You for asking us to submit a bid for your propane needs.

Sincerely,

GOTTULA PROPANE SERVICE, INC.



Donald W. Gottula, President.



Sapp Bros. Petroleum

Southeast Region in NE. -Blue Springs, Crete, Falls City, Filley, Humboldt, Lincoln. KS – Hanover. IA-Shenandoah

General Manager- Terry L. Oltman - Cell: 1-402-416-4902 E-mail: toltman@sappbros.net

5901 Cornhusker Hwy
Lincoln, NE 68507
Telephone (402)-466-5522
Toll Free 1-888-727-7788
Fax # (402)-466-5529

July 7, 2022

Johnsen County Central
Public Schools,
Att; Jon H. Rother

Thank you for the opportunity to bid your propane needs at your Cook, NE facility. Sapp Bros. takes pride in serving school districts like yourselves and look forward to establishing long term relationships.

Sapp Bros. also takes safety very seriously and if we get the bid we will do a system check of your system at no charge to you to make sure there are no leaks or something that needs attention. If we find something wrong that needs to be replaced or fixed then a small charge will be billed to you to cover the cost of the supplies and pending on the magnitude of the repair a small labor fee may also be charged to you. Because you are a school, minor repairs we will not charge for, and like I stated we will only bill supplies at cost to help your school district save your tax payers money. We will also give you an estimate of cost before we do anything. I do not foresee anything like this to arise, but I want to be upfront with you if something would come up. *(Like I said, we take safety very seriously and if something needs to be done and you don't let the situation be taken of, unfortunately we will have to void our bid because we will not deliver to a system that we know needs something fixed or replaced.)*

Our Bid for Propane to your Cook NE facility is **\$1.58** a gallon.

Any unused portion of the 30,000 gallons, a fee of 20 cents per gallon will be held back and the rest of the money will be credited back to you. In this case, you would be credited back on the unused amount a \$1.38 a gallon. ($\$1.58 - \$0.20 = \1.38)

On a side note, we have a propane driver that lives 13 miles from Cook and I know he would do a great job servicing you.

Thanks Again for the opportunity!

Terry L. Oltman
SE Regional General Manager

Gottula	35,000	1.72	60200
Buy Back	5000	1.52	7600
			<u><u>\$52,600.00</u></u>

Sapp Bros.	30,000	1.58	47400
Buy Back	5000	1.38	6900
			<u><u>\$40,500.00</u></u>

Any propane over the 30,000 gallons would be at what their normal route price is for that day less 10 cents. (Discount for churches and schools)

2021-2022 school year we used 32,288 gal



Johnson County Central Public Schools

358 N 6TH ST, PO BOX 338, TECUMSEH, NE 68450

407 N 1ST ST, PO BOX 255, COOK, NE 68329

JON ROTHER
SUPERINTENDENT/PK-3 PRINCIPAL
402-335-3320

RICK LESTER
HIGH SCHOOL PRINCIPAL
402-335-3328

RICH BACON
MIDDLE SCHOOL PRINCIPAL
402-864-4181

June 27, 2022

To: Sapp Bros. Petroleum
115 Livingston St
Filley, NE 68357

Johnson County Central Public Schools are requesting bids for propane at the Cook, Nebraska attendance center for the 2022-23 school year. We are requesting bids on 35,000 gallons plus or minus 5,000 gallons. We would like you to specify if you will reimburse the school district for any unused propane in addition to the 5,000-gallon variance. Payment for the 35,000 will be paid after the September 2022 Board of Education Meeting.

If you have questions, please call Jon Rother at 402-335-3320 or email jon.rother@jccentral.org

We are requesting bids be submitted by July 7, as our Board of Education meeting will be conducted on July 11, 2022. Please submit bids to:

Johnson County Central Public Schools
Attn: Jon H. Rother
P.O. Box 338
Tecumseh, NE 68450
or email: jon.rother@jccentral.org

Sincerely,

Jon H. Rother
Superintendent of Schools
Johnson County Central Public Schools

KAREN A. HAASE ^{NE, SD, IA, WY}
STEVE WILLIAMS ^{NE}
BOBBY TRUHE ^{NE, SD}
SARA HENTO ^{NE, SD}



COADY H. PRUETT ^{NE, CO}
JORDAN JOHNSON ^{NE}
TYLER COVERDALE ^{SD}
SHARI RUSSELL, Paralegal

M E M O R A N D U M

To: KSB Policy Service Subscribers
FROM: KSB School Law
DATE: May 25, 2022
RE: Annual Policy Updates

Attached are the 2022 KSB School Law policy updates. Below, we discuss the policy changes, the changes to our standard forms, and some issues that are raised by certain laws that do not necessarily require a policy change but do present new obligations or things to keep in mind as you enter the 2022-23 school year. We have broken these down into 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Keep in mind that most bills that were enacted into law go into effect three months after the legislature adjourns. This year the Unicameral adjourned on April 20th, so the effective date of most bills will be July 21, 2022. However, if a bill includes a specific effective date or an emergency clause, it goes into effect on the stated date or when passed and approved according to law.

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Thursday, June 9, 2022, at 10:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We have included the link to the ZOOM conference in the cover e-mail that transmitted these updates. We will also record the webinar and will post it on the KSB School Law website in the Policy Updates section.

301 SOUTH 13TH STREET, SUITE 210
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO
KSBSCHOOLLAW.COM
(402) 804-8000
ATTORNEYS LICENSED IN STATES INDICATED

141 NORTH MAIN AVENUE, SUITE 504
SIOUX FALLS, SOUTH DAKOTA 57104

Please feel free to contact us if you have any additional questions or if you would like to have a policy customized or “tweaked” to meet your individual circumstances.

Policy Changes

REVISION OF POLICY 2008: Meetings

Last session the Unicameral passed LB 83. Beginning July 31, 2022, school boards must place their meeting minutes on the school district website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes must be available on the website for at least six months.

This change is required.

REVISION OF POLICY 2010: Preparation for Board Meetings

Last session the Unicameral passed LB 83. Beginning July 31, 2022, school boards must place their agendas on the district’s website at least 24 hours before the school board meeting and leave them there for at least six months.

This change is required.

REVISION OF POLICIES

3003.1 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds AND 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Dollars

During a recent round of federal fiscal review, NDE determined that it wants even more information in your federal purchasing/procurement policies and procedures. We have added new sections to both policies to address these concerns.

These changes are required.

REVISION OF POLICY 3012: School Meal Program and Meal Charges

NDE recently conducted an administrative review of a policy subscriber's participation in the National School Lunch Program. During that review, NDE determined that the school's policy did not include a notice that households can apply for benefits at any time during the school year or any information about the school's online payment system. Of course, no law or regulation requires that such information be included in your meal charge policy. However, KSB decided to add this information to the policy to address these concerns. Please review the "Payment Options" paragraph and modify it as necessary so that it accurately reflects the payment options your district accepts.

These changes are "required."

REVISION OF POLICY 3057: Title IX Policy

These revisions include updates to the definition of "domestic violence" in order to be consistent with the recently re-authorized federal Violence Against Women Act (effective October 1, 2022). These revisions also account for changes to the statutory reference at which other definitions (dating violence and stalking) will be codified in the U.S. Code.

Finally, this revision clarifies the step in the process at which the Title IX decision-maker facilitates the written exchange of questions between the parties (i.e., after an investigation and before a written determination of responsibility is issued).

All of these changes will also need to be included in your handbooks.

These changes are required.

REVISION OF POLICY 4056: Resignation of Certificated Staff

This policy addresses the process for certificated staff to provide their resignation as early as possible to allow the district to find suitable replacements. Please note there are two paragraphs to choose from. Please make sure to select one.

The first option is our recommended option. We revised this option to make clear if you give a teacher a written request (whether it is a renewal

agreement, a new contract, or something else) with an acceptance date no earlier than March 15th, the return of that written request “locks in” that teacher for the following school year. They do not get to resign until April 15th or some later date.

Philosophically, we prefer not to release teachers after the April 15th deadline since the teachers’ union would never agree to extend the notice deadline to teachers. However, this is a matter for the board to decide, so we still provide the second option which also defines “suitable replacement.” You should be sure to check your negotiated agreement to be sure that there is not a provision in that document that gives teachers the right to resign late. If there is, you should revise this policy (or call us to revise it) to ensure that it is consistent with your negotiated agreement (or, better yet, negotiate out the later deadline in your negotiated agreement!).

This policy is not required but is highly recommended.

NEW POLICY 4064: Transporting Students in Employee Vehicles

While our policy service has several policies regarding transportation, none of them address employees transporting students in their personal vehicles. We drafted this policy at the request of a service subscriber. This policy provides two options for transportation. The first permits employees to transport students who do not live in the employee’s household as long as the employee complies with board policy and NDE’s pupil transportation requirements (including training). The second permits employees to transport only students who live within the employee’s household and in emergency situations.

This policy is optional.

REVISION OF POLICY 5012: Testing and Assessment Program

NDE Rule 10 has always required each school to complete an annual report covering the required elements in sections 005 and 010 from Rule 10. The items reported in section 005 of Rule 10 must be submitted to NDE by June 30. Section 010 then requires these items, plus some additional items, to be included in an annual report and shared with the board and made available to the public. Rule 10 also requires a policy covering the annual report. These proposed changes align the policy with Rule 10.

These changes are required.

6021: District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations

Over the last year, there has been a dramatic increase in Rule 51 complaints and requests for evaluation protocols and raw evaluative data. Many evaluators in Nebraska do not retain this information after their final report is completed. However, in certain circumstances, courts and administrative agencies enforcing the IDEA have determined that access to such records is necessary in order to permit meaningful parental participation. As a result, we've updated our evaluation criteria to require evaluators to retain and provide that information when the LEA determines it is necessary to do so.

This change is recommended.

NEW POLICY 6037: Selection and Review of Library Materials

It's no secret over the past several months that library media and materials have come under scrutiny in many districts. As we promised many of you, this is KSB's attempt to propose a policy with options for you and your board to consider. Ask, and ye shall receive!

We want to be clear that this policy is *optional*. Many districts have functioned for decades without a policy covering the procurement and review/challenges to library materials. However, we also know that in times of political pressure, it may help to have a process laid out for how materials are selected and then later challenged by concerned individuals. Within the policy, we have laid out 3 options for the selection of library materials and 2 options for review of those materials when someone has a concern. We also place limits on who can make such a request, how many items can be challenged at once, and how often items can be challenged.

Most importantly, we want to make clear that this policy applies only to library materials. Core curricular materials and curriculum-related supplements are not intended to be covered by this policy. Those are covered elsewhere, such as in your parent involvement policy, and parent and patron rights to access those materials are governed by state and

federal law. We also do not want patrons or parents to believe they can challenge actual curriculum materials--in most cases, they can review but cannot opt-out or ask for those to be removed. That is true regardless of the reason for their objection--religious, political, or otherwise.

This policy is entirely optional, and it contains options if you do choose to implement it.

Form Changes

Public Comment Rules (2000 Series Forms)

We have updated our public comment rules to reflect the requirement that anyone speaking during public comment provide their name, address, and the name of any organization they represent.

These form changes are required.

Library Materials Forms (6000 Series Forms)

We have included two new forms in the 6000 series to address the process for requested review of library materials. The first is a review request form which you can provide to parents and patrons who want to request a review of library material. The second is a sample letter you can use to provide your review determination to the requester after the review is completed.

When parents or patrons request a review of library material, there may be legal implications. Requests could touch upon the First Amendment, Title IX, IDEA, Section 504, Title VI, and many others. If you plan to provide an explanation for your determination, we strongly suggest that you work with your district's attorney on crafting the response.

Please note that unless you adopt new policy 6037 (Selection and Review of Library Materials), you should not include these forms on your website or make them available to the public.

This form is required, but only if the board adopts new policy 6037. The board does not need to approve the form.

Other Issues To Consider

LB 29: Juneteenth National Independence Day

LB 29 creates Juneteenth National Independence Day as a state holiday. This bill passed with an emergency clause, meaning Juneteenth will be recognized in 2022. We recommend reviewing your negotiated agreement, staff agreements, policies, and handbooks to determine how holidays are addressed. If you list "all federal" or "all state and federal holidays," that could lead to different results. Similarly, if your contracts list specific holidays, Juneteenth would need to be listed if the board wants it included.

LB 780: Child Labor and Employment Certificates

Current law requires students under the age of 16 to obtain an employment certificate signed by the superintendent of the school the student attends. LB 780 transfers this responsibility to the principal or any person authorized by the principal in writing. If the school doesn't have a principal, then any person authorized by the superintendent may sign the certificate.

LB 852: Behavioral Health Points of Contact and Mental Health First Aid Training

Behavioral Health Points of Contact

On or before August 1, 2023, each school district must designate one or more behavioral health points of contact for each school building or other division as determined by the school district. A behavioral health point of contact may be an administrator, a school nurse, a school psychologist, or another designated person affiliated with such school building or other division. Each behavioral health point of contact must have knowledge of community behavioral health service providers and other resources available for students and families. The school district must report the designated behavior health points of contact to NDE before each school year.

On or before August 1 of each year (beginning in 2023), NDE must provide each school district with a registry of state and local behavioral health resources available to work with students and families.

Each behavioral health point of contact must coordinate access to community behavioral health services for students and families and facilitate access to services during the school day at the school the student attends. Such facilitation must be approved by the student's parent or guardian unless the student is 18 years of age or married.

Mental Health First Aid Training

LB 852 also directs NDE to establish a mental health first aid training program for teachers and other school and ESU employees to be paid for by grant funds. The training must be provided by trainers who are certified by a national organization for behavioral health and must cover specifically listed topics. The Unicameral intends that this training will be funded with lottery funds.

LB 888: Standards for the Holocaust and Other Acts of Genocide

LB 888 requires the State Board of Education to adopt measurable academic content standards for education on the Holocaust and other acts of genocide as recognized by Congress or the United Nations as of January 1, 2022. Expect changes to Rule 10 in the near future.

LB 906: Vaccine Exemptions

LB 906 requires all employers, including school districts and ESUs, to allow for an exception to any COVID-19 vaccination requirement. The exception will apply to anyone who submits a form developed by the Nebraska Department of Health and Human Services. The form contains exemptions for medical contraindication/medical necessity and for a conflict with the person's sincerely held religious belief, practice, or observance. Anyone claiming the medical exemption must also submit a signed written statement from a health care practitioner. An employer may require an employee granted an exemption under this law to: (a) be periodically tested for COVID-19 at the employer's expense; and (b) wear or use personal protective equipment provided by the employer.

LB 908: Virtual Conferencing

LB 908 amends the Open Meetings Act to allow any public body, including school districts, to hold a meeting of limited scope by virtual conference if:

- The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;
- No action is taken by the public body at the virtual meeting;
- Reasonable advance publicized notice is published in a newspaper of general circulation within the school district's jurisdiction and, if available, on the newspaper's website, and including providing access to a dial-in number or link to the virtual conference; and
- In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used.

LB 1057: Change Provisions Relating to Class III School Districts

Current law provides the conditions under which a Class III school district may continue to operate when its fall school district membership or ADM falls below 35 students in grades 9 through 12. LB 1057 amends section 79-499 to provide the conditions under which a Class III school district may continue to operate when its fall school district membership or ADM falls below 45 students in grades kindergarten through 12.

LB 1057 also adds another wrinkle to school closures. If a Class III school district is the only public school district in the county and it falls below the threshold attendance numbers, the district holds an election of its voters to determine if the district should continue operating. LB 1057 adds a requirement that if such a vote is successful, the board must hold a public hearing and then vote whether to continue to operate the school district every four years thereafter. If either the vote of the people or the vote of the board fails, the district will be dissolved.

LB 1112: Adopt the Computer Science and Technology Education Act

Beginning with school year 2024-25, each school district, in consultation with the State Department of Education, must include computer science and technology education in the instructional program of its elementary and middle schools, as appropriate, and beginning in school year 2026-27, require each student attending a public school to complete at least one five-credit high school course or the equivalent of a one-semester high school course in computer science and technology prior to graduation. The computer science and technology education course offered by a school district may be made available in a traditional classroom setting, a blended-learning environment, or an online-based or other technology-based format that is tailored to meet the needs of each participating student.

On or before December 1, 2025, and on or before December 1 of each year thereafter, in order to promote and support computer science and technology education, each school district must provide an annual computer science and technology education status report to its school board and the State Department of Education, including, but not limited to, student progress in computer science and technology courses and other district-determined measures of computer science and technology education progress from the previous school year.

The State Board of Education is also required to adopt measurable academic content standards for computer science and technology education under the mathematics, science, or career and technical education standards.

Special Education Procedures

The current policy service special education procedures are compliant and do not need to be updated. If you undergo a Rule 51 audit and a representative of the Department of Education takes the position that these procedures are not compliant, you should contact one of us.

NDE does have a new technical assistance document out that lists the **required** procedures and then mixes in their minimum **suggested** procedures as well. As you know, we are reluctant to tie our subscribers down with a bunch of specific processes because if you adopt specific procedures and don't follow them perfectly, you'll have a Rule 51 violation even if you didn't actually violate the rule.

We are in the process of working with NDE to create a set of “best practices” resources that we are comfortable providing to districts. That additional resource will not be required but we are hopeful that the additional resource will be useful. We will keep our policy service subscribers updated on this resource as we develop it.

We have added our most recent special education procedures to this year’s updates so that you can be sure to have the most current version.

Department of Education Regulation Updates: Title IX and Section 504

[In March, the U.S. Department of Education’s Office for Civil Rights announced that it has drafted proposed amendments to Title IX and has sent them to the Office of Information and Regulatory Affairs \(OIRA\) for internal review.](#) Submission of the Notice of Proposed Rulemaking (NPRM) is the first formal step in the federal regulation revision process. The most recent communication from OCR indicates that these draft regulations will be released in June of 2022 (which we anticipate will include revisions to the Title IX regulations which were finalized in August of 2020). Unfortunately, the Department of Education has not yet shared a draft of those proposed changes. We will track these developments closely and will keep you updated on any changes to the Title IX regulations. Given the steps involved in federal rulemaking, it is extremely unlikely that these changes will be effective when the 2022-23 school year begins, although we may have to update our Title IX policy and procedure during the next school year.

The U.S. Department of Education has also announced that it intends to “strengthen” Section 504’s regulations. As with the Title IX regulations, it will be months before any draft regulations are issued. We will also track these regulations when they are issued and will keep our subscribers updated on them.

LB 644 and Joint Tax Hearings

Last year, the Unicameral approved LB 644. You’ve no doubt heard about this bill by now. In short summary, it requires certain political subdivisions (including schools, but *excluding* ESUs) to participate in a joint public tax hearing with other political subdivisions in lieu of individual tax request hearings for each covered entity that exceeds its allowable growth

percentage. There are numerous deadlines, submission requirements, and obligations on covered political subdivisions.

While this law generally changes tax request hearings, it does not eliminate other obligations including the publication of budget statements, budget hearings, and board meetings at which you must approve the budget statement and tax resolution. We have worked with several school districts to plan for and set out a timeline of events to ensure all obligations are met. We would be happy to work with your district on that planning.

We will be talking a lot about LB 644 and the joint hearing requirements in the coming weeks and months. What we have learned is that many of the key dates for each district will depend mostly on how your county plans to process these requirements. We are working with representatives from other affected political subdivisions, including county officials who have substantial obligations under the new law. If you have not already done so, we strongly recommend that you communicate with your county officials in the county in which your district office is located.

CONCLUSION

It is all too easy to adopt policies that look good, but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year we stress that it is very important to us to give you a working, useful set of policies and a continuing ***policy service***. For our Complete Service subscribers, there is no additional charge for revisions to our policies or consultation about them. Please don't hesitate to contact any one of us with questions about the updates or other policies. Our group e-mail address is ksb@ksbschoollaw.com.

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include, but are not necessarily limited to, the _____ or the Omaha World-Herald. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and ~~may shall~~ be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: _____

Revised on: _____

Reviewed on: _____

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Adopted on: _____

Revised on: _____

Reviewed on: _____

2010
Preparation for Board Meetings

The superintendent will create the agenda and board packet in consultation with the board president. The materials will be sent or delivered to each board member in advance of the meeting. Members of the public have no entitlement to place an item on the board's agenda, but may address the board during the next meeting at which the board receives public comment. The agenda shall be placed on the district's website at least 24 hours before the school board meeting and shall remain available on the website for at least six months.

Adopted on: _____

Revised on: _____

Reviewed on: _____

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Adopted on: _____

Revised on: _____

Reviewed on: _____

3003.1
Bidding for Construction, Remodeling, Repair, or Related Projects
Financed with Federal Funds

I. Applicability of the Policy

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

II. All projects undertaken pursuant to this policy will be subject to the following bond requirements

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in

connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

III. Construction Projects with an Anticipated Cost of Under \$250,000

A. Methods of Bidding/Soliciting Quotations or Estimates

The type of procedures required depends on the anticipated cost of the project.

1. Construction with an Anticipated Cost of up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

- B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

IV. Construction Projects with an Anticipated Cost Over \$250,000

- A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method
1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
 2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
 4. The contract will be awarded to the lowest responsive and

responsible bidder.

- a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
- b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
- c) Any or all bids may be rejected if there is a sound documented reason.

5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.
2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their

representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will

take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible and consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in the U.S. or processed in the U.S. substantially using agricultural commodities produced in the U.S.

C. Full and Open Competition

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

E. Settlements of Issues Arising Out of Contract

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

F. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Construction Records for Projects Financed with Federal Funds

- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of

construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

- b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Contracts covered by this policy are subject to the following additional provisions.
 - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
 - 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

VII. Financial Management

A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to

budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must

consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under subpart E (Cost Principles) of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements

- of other Federal programs;
(6) Are provided for in the approved budget when required by the Federal awarding agency; and
(7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VIII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

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To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-

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b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

b) Retention of procurement records shall be in

accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003.1
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- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
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a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

IV. Construction Projects with an Anticipated Cost Over \$250,000

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.

2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the

bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible and consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in the U.S. or processed in the U.S. substantially using agricultural commodities produced in the U.S.

C. Full and Open Competition

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and

financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

E. Settlements of Issues Arising Out of Contract

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

F. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c).

Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Contracts covered by this policy are subject to the following additional provisions.
 - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited

from engaging in such actions if a real or apparent conflict of interest is present.

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

VII. Financial Management

A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or

variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VIII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1)

the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract

price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. **Noncompetitive Proposals (Sole Sourcing)**

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

5. **Competitive Proposals.**

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - 2) Proposals must be solicited from an adequate number of qualified sources; and
 - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

D. Enforcement

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, or agents of the District.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

I. Equipment and Capital Expenditures

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

J. Depreciation

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

V. Financial Management

A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under subpart E (Cost Principles) of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VI. Written Compensation Policies

A. Time and Effort Standards

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;

- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

C. Fringe Benefits

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

D. Leave

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

E. Unexpected or Extraordinary Circumstances

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

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VI.VII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Record Keeping

1. Record Retention

a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final

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- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

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The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____
Revised on: _____
Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

5. Competitive Proposals.

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - 2) Proposals must be solicited from an adequate number of qualified sources; and
 - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

D. Enforcement

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, or agents of the District.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

I. Equipment and Capital Expenditures

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

J. Depreciation

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

V. Financial Management

A. Identification

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

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Adopted on: _____
Revised on: _____
Reviewed on: _____

3012 School Meal Program and Meal Charges

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent. Families may apply for free or reduced-price school meals at any time during the school year.

Payment Options. Families may pay for school lunches using cash, check, credit card, or ACH payment. Electronic or e-fund payments are also available through a link on the school district's website.

Meal Charge Policy. The district will notify students and their families of the policy for **Charged Meals**, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is: **[NOTE TO BE DELETED: THE BOARD SHOULD SELECT ONE OF THE FOLLOWING AND DELETE THE REST.]**

OPTION A

If a student has no funds available to pay for a meal, no food will be provided.

OPTION B

If a student has no funds available to pay for a meal, the student will be

permitted to charge up to five meals. Thereafter, if a student has no funds available to pay for a meal, no food will be provided.

OPTION C

If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

OPTION D

If a student has no funds available to pay for a meal, the student will be provided and charged for up to five limited "courtesy meals," such as a plain sandwich. Thereafter, if a student has no funds available to pay for a meal, no food will be provided.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law. Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3012 School Meal Program and Meal Charges

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent. Families may apply for free or reduced-price school meals at any time during the school year.

Payment Options. Families may pay for school lunches using **cash, check, credit card, or ACH payment.** **Electronic or e-fund payments** are also available through a link on the school district's website.

Meal Charge Policy. The district will notify students and their families of the policy for charged meals, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is: **[NOTE TO BE DELETED: THE BOARD SHOULD SELECT ONE OF THE FOLLOWING AND DELETE THE REST.]**

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If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

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In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3057
Title IX Policy

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

1. Title IX Coordinator

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

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

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

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

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

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

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it

effectively denies a person equal access to the district's education program or activity;

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

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

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

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

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

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

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

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

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, ~~by a person with whom the~~ under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of ~~victim shares a child in common~~ services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

Commented [C1]: The 2022 Reauthorization of the Violence Against Women Act (“VAWA”) recodified the definition of **dating violence** at 12291(a)(11). This revision makes the statutory reference more general but still consistent with both the (now outdated) regulations and the new statute.

Commented [C2]: The 2022 VAWA recodified the definition of **domestic violence** at 12291(a)(12). This revision makes the statutory reference more general but still consistent with both the (now outdated) regulations and the new statute.

~~2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;~~

~~2.6.5.2. is cohabitating with, or has cohabitated, with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person;~~

~~2.6.5.3. shares a child in common with the victim; or~~

~~2.6.5.2. 2.6.5.4. commits acts against a youth or adult or youth-victim who is protected from that person's those acts under the family or domestic or family violence laws of the jurisdiction.~~

Commented [C3]: See 2022 Updates to VAWA.

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

Commented [C4]: The 2022 VAWA recodified the definition of **stalking** at 12291(a)(36). This revision makes the statutory reference more general but still consistent with both the (now outdated) regulations and the new statute.

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

2.6.6.2. suffer substantial emotional distress.

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

responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

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

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

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. Complaint Procedure. All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or

relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006 [**NOTE TO BE DELETED:** Update this policy number if your general complaint procedure is numbered differently from 2006].

4. **Response to Sexual Harassment**

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

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment

justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

5. **Grievance Process for Formal Complaints of Sexual Harassment.**

5.1. **General Requirements.**

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

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

- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.
 - 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
 - 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
 - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
 - 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when

questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.2.

- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information

protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

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

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

5.3. **Dismissal of Formal Complaint.**

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

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

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

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

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

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

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

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

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

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

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

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other

party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

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

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;

however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Determination Regarding Responsibility

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

5.7.5.6.2. Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford

each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

Commented [C5]: This section was moved from a stand-alone section 5.6 (that was wedged in between the investigation and decision-making process) and placed under the decision-making umbrella. The change is intended to clarify that the decision-maker will facilitate the written exchange of questions and helps avoid situation where the decision-maker fails to facilitate such an exchange.

~~5.8.5.7.~~ **Determination Regarding Responsibility**

~~5.8.1.5.7.1.~~ **Decision-Maker(s).** ~~The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).~~

~~5.8.2.5.7.2.~~ **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

~~5.8.2.1.5.7.2.1.~~ Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

~~5.8.2.2.5.7.2.2.~~ A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

~~5.8.2.3.5.7.2.3.~~ Findings of fact supporting the determination;

~~5.8.2.4.5.7.2.4.~~ Conclusions regarding the application of the district's code of conduct to the facts;

~~5.8.2.5~~~~5.7.2.5.~~ A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

~~5.8.2.6~~~~5.7.2.6.~~ The district's procedures and permissible bases for the complainant and respondent to appeal.

~~5.8.3~~~~5.7.3.~~ The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

~~5.8.4~~~~5.7.4.~~ The Title IX Coordinator is responsible for effective implementation of any remedies.

~~5.9.5.8.~~ **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

~~5.9.1~~~~5.8.1.~~ **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days [**NOTE TO BE DELETED: We recommend 10 calendar days to remain consistent with the other timeframes in the Title IX regulations. However, make sure this timeline is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure**] of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the

party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

~~5.9.2.5.8.2.~~ **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

~~5.9.2.1.5.8.2.1.~~ Procedural irregularity that affected the outcome of the matter;

~~5.9.2.2.5.8.2.2.~~ New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

~~5.9.2.3.5.8.2.3.~~ The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

~~5.9.3.5.8.3.~~ As to all appeals, the district will:

~~5.9.3.1.5.8.3.1.~~ Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

~~5.9.3.2.5.8.3.2.~~ Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

~~5.9.3.3.5.8.3.3.~~ Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

~~5.9.3.4.5.8.3.4.~~ Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

~~5.9.3.5~~~~5.8.3.5.~~ Issue a written decision describing the result of the appeal and the rationale for the result; and

~~5.9.3.6~~~~5.8.3.6.~~ Provide the written decision simultaneously to both parties.

~~5.10.5.9.~~ **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

~~5.10.1~~~~5.9.1.~~ Provides to the parties a written notice disclosing:

~~5.10.1.1~~~~5.9.1.1.~~ The allegations;

~~5.10.1.2~~~~5.9.1.2.~~ The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

~~5.10.1.3~~~~5.9.1.3.~~ That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

~~5.10.1.4~~~~5.9.1.4.~~ Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

~~5.10.2~~~~5.9.2.~~ Obtains the parties' voluntary, written consent to the informal resolution process; and

~~5.10.3.5.9.3.~~ Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

~~5.11.5.10.~~ **Recordkeeping.**

~~5.11.1.5.10.1.~~ The district will maintain for a period of seven years records of:

~~5.11.1.1.5.10.1.1.~~ Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

~~5.11.1.2.5.10.1.2.~~ Any appeal and the result therefrom;

~~5.11.1.3.5.10.1.3.~~ Any informal resolution and the result therefrom; and

~~5.11.1.4.5.10.1.4.~~ All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

~~5.11.2.5.10.2.~~ For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or

measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

7. **Access to Classes and Schools.**

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

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

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

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

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

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

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

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

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

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

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

10.1. **Specific Circumstances.**

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

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

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

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

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

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Title IX Policy

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

1. Title IX Coordinator

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

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

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

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

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

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

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it

effectively denies a person equal access to the district's education program or activity;

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

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

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

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

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

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

- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.
 - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—
 - 2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

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

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

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

4. **Response to Sexual Harassment**

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

4.2. General Response to Sexual Harassment. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

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

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

5. **Grievance Process for Formal Complaints of Sexual Harassment.**

5.1. **General Requirements.**

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

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

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

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

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

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

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

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

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to

create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

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

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

5.3. **Dismissal of Formal Complaint.**

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

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

- 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.
- 5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:
- 5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
 - 5.3.3.2. The respondent is no longer enrolled in or employed by the district; or
 - 5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.
- 5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

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

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

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Determination Regarding Responsibility**

- 5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.6.2. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual

predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

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

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

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

5.6.3.3. Findings of fact supporting the determination;

5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.6.3.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

- 5.6.4. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.6.5. The Title IX Coordinator is responsible for effective implementation of any remedies.

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

- 5.7.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days [NOTE TO BE DELETED: We recommend 10 calendar days to remain consistent with the other timeframes in the Title IX regulations. However, make sure this timeline is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure] of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.7.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.
- 5.7.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:
- 5.7.2.1. Procedural irregularity that affected the outcome of the matter;

5.7.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.7.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

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

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

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

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

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. Informal Resolution. The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a

formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

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

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

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

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

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

5.9. **Recordkeeping.**

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

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

5.9.1.2. Any appeal and the result therefrom;

- 5.9.1.3. Any informal resolution and the result therefrom;
and
 - 5.9.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
- 5.9.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

7. **Access to Classes and Schools.**

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

- 7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.
- 7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.
- 7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.
- 7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

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

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

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

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

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons

differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

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

10.1. **Specific Circumstances.**

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

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

34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

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

Adopted on: _____
Reviewed on: _____
Revised on: _____