

Regular Meeting of the Shelton Public Schools Board of Education
Monday, August 15, 2022
the Elementary Conference Room
7:30 PM

President Lewis called the Regular Meeting of the Shelton Public Schools Board of Education to order at 7:30 PM on Monday, August 15, 2022 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Joe Berglund: Present, Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present. Present: 6.

Administrators Gannon, Kenton, and Meyer were present. No visitors were present.

2. Routine matters

2.a. Review and approve minutes

Motion made by Lisa Stewart seconded by Kay Johnson to approve minutes from the 7/11/22 Special Hearings and Regular Board of Education meetings as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

2.b. Review and approve claims

Motion made by Emmy Power seconded by Joe Berglund to approve claims 55161-55237 in the amount of \$221,383.52 plus regular payroll. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

3. Request to address the Board of Education

There were no requests to address the Board of Education

4. Reports

4.a. Financial Report

Dr. Gannon gave an update on the financial status of the district.

4.b. Board Report

Welcome back celebration for all staff and families at the park on Aug 18th.

4.c. Superintendent's Report

Dr. Gannon shared information from the sessions attended during Administrator Days. Most of the items on building/grounds summer project list are completed. Dr. Gannon gave a quarterly update on Superintendent goals. Aug 29th is the budget hearing and budget workshop.

4.d. Principal's Report

Pre-K-12 enrollment 272 students. Professional development days were 8/10 and 8/11. Great turn out at 7th grade and Freshman orientation. Elementary open house will be 8/15.

5. New Business

5.a. Discussion regarding the Employee Assistance Program through Wholeness Healing Center

Board reviewed staff survey responses and discussed alternatives to the wholeness healing center that staff may benefit from more.

5.b. Review policy updates provided by KSB: 2003 School Board Meetings, 2006 Agenda preparation and dissemination, 4023 Bidding For Construction, Remodeling, Repair, or Related Projects Financed With Federal Funds, 4024 Fiscal Management For Purchasing and Procurement Using Federal Funds, 3027 Title IX, 3021 School Meal Program and Meal Charges

Motion made by Chris Lewis seconded by Emmy Power to approve Policy 2003: School Board Meetings, Policy 2006: Agenda preparation and dissemination, Policy 4023: Bidding For Construction, Remodeling, Repair, or Related Projects Financed With Federal Funds, Policy 4024: Fiscal Management For Purchasing and Procurement Using Federal Funds, Policy 3027: Title IX, and Policy 3021: School Meal Program and Meal Charges as revised.
Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.c. Consideration to adopt policy 7037 Resignation of Certificated Staff, and policy 7038 Transporting Students in Employee Vehicles, 9021 Testing and Assessment Program

These policies were discussed and will be tabled for further review.

6. Old Business

6.a. Revisit the Shelton Safe Return Plan

Board member revisited the Shelton Safe Return Plan and updated to current standards.

6.b. Board Governance

No board governance topics were discussed.

7. Adjournment

Motion made by Lisa Stewart seconded by Emmy Power to adjourn at 9:20PM. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

Respectfully Submitted,
Emmy Power, Secretary

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the Elementary Conference Room
7:30 PM

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1. Call to order and roll call

Joe Berglund: Present, Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present. Present: 6.

Administrators Gannon, Kenton, and Meyer were present. Two visitors were present.

2. Routine matters

2.a. Review and approve minutes

Motion made by Chris Lewis seconded by Lisa Stewart to approve minutes from the June 13, 2022 regular meeting of the Shelton Board of Education as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

2.b. Review and approve claims

Motion made by Emmy Power seconded by Joe Berglund to approve claims 55103-55157 in the amount of \$209,443.29 plus regular payroll. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

3. Request to address the Board of Education

There were no requests to address the Board of Education

4. Reports

4.a. Financial Report

Dr. Gannon gave an update on the financial status of the District.

4.b. Board Report

Lewis provided an update of the NASB school leaders conference in Kearney she attended June 23rd. She also shared info on upcoming candidate seminars and a legislative lunch. There was no committee work to report on.

4.c. Superintendent's Report

Dr. Gannon shared info from the budget seminar she attended through NDE. Valuations are available Aug 20th. She also shared timelines regarding joint hearings and budget & tax request hearings. Final budget is due Sept 30th. Board/Admin will again host a back to school picnic-set for Aug 18th at 6:30PM. Employee Assistance Program renewal was discussed; will survey staff to see whether it was beneficial. She also provided an update on the HVAC equipment.

4.d. Principal's Report

HS Summer School has almost finished its credit recovery; Elementary will continue through July 28th. New Teacher Training was held for two days in June. Professional Development-Administrator Days are on July 27, 28, 29; Elementary Open House-Aug 15th; 7th Grade & Freshman Orientation Aug 11th.

5. New Business

5.a. Review and approve student and staff handbooks for 2022-23 school year

Motion made by Lisa Stewart seconded by Joe Berglund to approve the 2022-23 Shelton Public Schools Student Handbook and 2022-23 Shelton Public Schools Faculty Handbook as amended.

Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.b. Discussion and consideration to approve the superintendent evaluation tool for the 2022-23 school year.

Motion made by Chris Lewis seconded by Kay Johnson to approve the Superintendent Performance Objectives and Evaluation Instrument as amended. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.c. Consideration to approve the principals' contracts for the 2022-23 school year.

Motion made by Chris Lewis seconded by Lisa Stewart to approve the principals' contracts for the 2022-23 school year as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.d. Review and approve breakfast and lunch prices for the 2022-2023 school year.

Motion made by Emmy Power seconded by Russ Muhlback to approve the breakfast and lunch prices for the 2022-23 school year as proposed. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlback: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.e. Discussion regarding the proposed board of education meeting dates for 2022-23.

Dr. Gannon shared the proposed BOE meeting dates for the 2022-2023 school year. The Budget Hearing and Tax Request Hearing will be August 29 at 7:30 pm; followed by a budget workshop.

5.f. Consideration to designate technology equipment as surplus for resale or disposal.

Motion made by Chris Lewis seconded by Lisa Stewart to designate the technology equipment as surplus for resale or disposal as listed on the worksheet. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlback: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.g. Discussion regarding board governance

Lewis discussed board governance around Accountability and Student Achievement. Discussed adopting curriculum review policy; we'll attain some examples of policies to get started.

6. Old Business

There was no old business to discuss.

7. Adjournment

Motion made by Lisa Stewart seconded by Joe Berglund to adjourn at 9:36 PM. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlback: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

Respectfully Submitted,
Emmy Power, Secretary

Special Hearing Policy 9003 Student Fees
Monday, July 11, 2022
the Elementary Conference Room
7:30 PM

President Lewis called the Special Hearing Policy 9003 Student Fees to order at 7:30 PM on Monday, July 11, 2022 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Joe Berglund: Present, Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present. Present: 6.

One visitor was present. Administrators Gannon, Kenton, and Meyer were present.

2. Request to address the Board of Education

There were no requests to address the Board of Education

3. Review and/or revise Policy 9003 Student Fees

Motion made by Lisa Stewart seconded by Joe Berglund to approve Policy 9002 Student Fees as revised. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

4. Adjournment

Motion made by Chris Lewis seconded by Emmy Power to to adjourn at 7:43 PM. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

Respectfully Submitted,
Emmy Power, Secretary

Special Hearing Policy 8021 Parent and Guardian Involvement

Monday, July 11, 2022

the Elementary Conference Room

7:30 PM

President Lewis called the Special Hearing Policy 8021 Parent and Guardian Involvement to order at 7:30 PM on Monday, July 11, 2022 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Joe Berglund: Present, Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present. Present: 6.

One visitor was present. Administrators Gannon, Kenton, and Meyer were present.

2. Request to address the Board of Education

There were no requests to address the board of education.

3. Review and/or revise Policy 8003 Parent Engagement in Title I Program and Policy 8021 Parent and Guardian Involvement in Education Practices

Motion made by Emmy Power seconded by Lisa Stewart to Revise Policy 8001 Parent Engagement in Title I Program and Policy 8003 Parent and Guardian Involvement in Education Practices as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

4. Adjournment

Motion made by Chris Lewis seconded by Joe Berglund to Adjourn at 7:38 PM. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

Respectfully Submitted,

Emmy Power, Secretary

Shelton Public Schools

Check Register Report by Check Number

BANK: [All]; BANK ACCOUNT: [All]; BEGIN CHECK NUMBER: 55161; END CHECK NUMBER: 55237; CHECK STATUS: PAID; Created On: 8/12/2022 12:36:09 PM

Bank	Account Number				
Cornerstone Bank	031038968				
Paid Date	Check Number	Type	Vendor Name	Amount	Check Status
8/15/2022	55161	Payroll Liability	Aflac	\$2,115.86	Paid
8/15/2022	55162	Payroll Liability	Blue Cross Blue Shield	\$53,476.40	Paid
8/15/2022	55163	Payroll Liability	Colonial Life & Accident Insurance Co	\$39.75	Paid
8/15/2022	55164	Payroll Liability	Companion Insurance Company	\$112.50	Paid
8/15/2022	55165	Payroll Liability	Credit Management Services, Inc.	\$216.18	Paid
8/15/2022	55166	Payroll Liability	Dist. 19 Payroll Acct.	\$6,467.21	Paid
8/15/2022	55167	Payroll Liability	District 19 Payroll Acct.	\$43,097.74	Paid
8/15/2022	55168	Payroll Liability	General Collection Co.	\$482.70	Paid
8/15/2022	55169	Payroll Liability	Horace Mann Life Insurance Co	\$50.00	Paid
8/15/2022	55170	Payroll Liability	Payroll Account - Dist 19	\$600.00	Paid
8/15/2022	55171	Payroll Liability	Principal Life Insurance Co	\$940.69	Paid
8/15/2022	55172	Payroll Liability	Shelton School Payroll Acct.	\$39,184.77	Paid
8/15/2022	55173	Payroll Liability	Vision Service Plan	\$513.68	Paid
8/15/2022	55174	Accounts Payable	Achieve3000, Inc	\$1,610.00	Paid
8/15/2022	55175	Accounts Payable	Area Services, Inc.	\$627.00	Paid
8/15/2022	55176	Accounts Payable	Black Hills Energy	\$387.59	Paid
8/15/2022	55177	Accounts Payable	Blick Art Materials	\$979.93	Paid
8/15/2022	55178	Accounts Payable	Builders How-to Warehouse	\$645.83	Paid
8/15/2022	55179	Accounts Payable	Business Card	\$1,533.07	Paid
8/15/2022	55180	Accounts Payable	Carpet Plus	\$72.00	Paid
8/15/2022	55181	Accounts Payable	Cash-wa Distributing Co.	\$769.40	Paid
8/15/2022	55182	Accounts Payable	Clevenger Propane	\$100.00	Paid
8/15/2022	55183	Accounts Payable	Clipper Publishing Co., Inc.	\$347.66	Paid
8/15/2022	55184	Accounts Payable	Co-Line Welding, Inc.	\$2,902.90	Paid
8/15/2022	55185	Accounts Payable	Cornhusker Intl Trucks, Inc.	\$209.43	Paid
8/15/2022	55186	Accounts Payable	Culligan	\$45.00	Paid
8/15/2022	55187	Accounts Payable	DAS State Accounting - Central Finance	\$453.03	Paid
8/15/2022	55188	Accounts Payable	Discount School Supply	\$147.40	Paid
8/15/2022	55189	Accounts Payable	Diversified Drug Testing, LLC	\$109.00	Paid
8/15/2022	55190	Accounts Payable	Eakes Office Solutions	\$82.68	Paid
8/15/2022	55191	Accounts Payable	Educational Service Unit #10	\$3,173.43	Paid
8/15/2022	55192	Accounts Payable	Egan Supply Co.	\$3,986.00	Paid
8/15/2022	55193	Accounts Payable	ESU Coordinating Council	\$3,342.50	Paid
8/15/2022	55194	Accounts Payable	Flinn Scientific Inc	\$6,232.35	Paid
8/15/2022	55195	Accounts Payable	Terry L. Furby	\$675.00	Paid
8/15/2022	55196	Accounts Payable	GWJ Co.	\$1,818.40	Paid
8/15/2022	55197	Accounts Payable	Heartland Disposal, Inc.	\$307.00	Paid
8/15/2022	55198	Accounts Payable	Hilton Garden Inn Lincoln Downtown/Haymarket	\$1,980.50	Paid
8/15/2022	55199	Accounts Payable	Holmes Plbg & Htg Supply Co.	\$447.52	Paid
8/15/2022	55200	Accounts Payable	Hometown Leasing	\$653.27	Paid
8/15/2022	55201	Accounts Payable	Innovative Office Solutions, LLC	\$136.42	Paid

8/15/2022	55202	Accounts Payable	International Academy of Science Acellus Education Center	\$900.00	Paid
8/15/2022	55203	Accounts Payable	K & K	\$456.72	Paid
8/15/2022	55204	Accounts Payable	KSB School Law PC LLO	\$715.00	Paid
8/15/2022	55205	Accounts Payable	L and N Enterprises	\$2,623.50	Paid
8/15/2022	55206	Accounts Payable	Lakeshore Learning Materials	\$652.40	Paid
8/15/2022	55207	Accounts Payable	Lincoln Journal Star	\$302.48	Paid
8/15/2022	55208	Accounts Payable	Todd C. Sutton	\$1,216.72	Paid
8/15/2022	55209	Accounts Payable	Masters True Value	\$97.32	Paid
8/15/2022	55210	Accounts Payable	Matheson Tri-Gas, Inc.	\$78.17	Paid
8/15/2022	55211	Accounts Payable	MCI	\$68.45	Paid
8/15/2022	55212	Accounts Payable	Menards	\$4,429.28	Paid
8/15/2022	55213	Accounts Payable	Midwest Alarm Servces	\$275.00	Paid
8/15/2022	55214	Accounts Payable	Nationwide	\$100.00	Paid
8/15/2022	55215	Accounts Payable	Nebr. Council of School Administrators	\$240.00	Paid
8/15/2022	55216	Accounts Payable	Nebraska Central Telephone Co	\$325.10	Paid
8/15/2022	55217	Accounts Payable	Nebraska Pubilc Power Dist.	\$5,602.28	Paid
8/15/2022	55218	Accounts Payable	Nebraska Safety Center @ UNK	\$250.00	Paid
8/15/2022	55219	Accounts Payable	NutKase Accessories USA LLC	\$4,318.80	Paid
8/15/2022	55220	Accounts Payable	One Source The Background Check Company	\$15.00	Paid
8/15/2022	55221	Accounts Payable	Optum	\$150.00	Paid
8/15/2022	55222	Accounts Payable	Popplers Music, Inc	\$9.15	Paid
8/15/2022	55223	Accounts Payable	Prime Secured	\$2,401.38	Paid
8/15/2022	55224	Accounts Payable	Pyramid School Products	\$41.88	Paid
8/15/2022	55225	Accounts Payable	Reallyville Media LLC	\$225.00	Paid
8/15/2022	55226	Accounts Payable	Scholastic, Inc.	\$130.90	Paid
8/15/2022	55227	Accounts Payable	School Specialty Inc	\$493.81	Paid
8/15/2022	55228	Accounts Payable	Shelton School Petty Cash	\$2,100.44	Paid
8/15/2022	55229	Accounts Payable	Sherwin-Williams	\$278.22	Paid
8/15/2022	55230	Accounts Payable	SiteOne Landscape Supply, LLC	\$1,634.82	Paid
8/15/2022	55231	Accounts Payable	Sunbelt Rentals	\$262.52	Paid
8/15/2022	55232	Accounts Payable	The Sherwin-Williams Co.	\$80.97	Paid
8/15/2022	55233	Accounts Payable	Tilley Sprinklers & Landscaping, Inc.	\$8,262.00	Paid
8/15/2022	55234	Accounts Payable	Village Of Shelton	\$973.15	Paid
8/15/2022	55235	Accounts Payable	Ward's Science	\$356.73	Paid
8/15/2022	55236	Accounts Payable	Kevin Willis	\$218.04	Paid
8/15/2022	55237	Accounts Payable	Woodward Disposal Service, Inc.	\$26.50	Paid
Sub Total				\$221,383.52	
Grand Total				\$221,383.52	

Shelton Public Schools

Check Listing Report

Accounting Cycle: FY21-22; Begin Date: 08/01/2022; End Date: 08/31/2022; Bank: [ALL]; Sort By Element: FUND; Account Expression: ([FUND] = "01"); Created On: 8/12/2022 12:31:31 PM

Check Date	Check Number	Payee	Type	Amount
08/15/2022	55174	Achieve3000, Inc	Accounts Payable	\$1,610.00
08/15/2022	55175	Area Services, Inc.	Accounts Payable	\$627.00
08/15/2022	55176	Black Hills Energy	Accounts Payable	\$387.59
08/15/2022	55177	Blick Art Materials	Accounts Payable	\$979.93
08/15/2022	55178	Builders How-to Warehouse	Accounts Payable	\$645.83
08/15/2022	55179	Business Card	Accounts Payable	\$1,533.07
08/15/2022	55180	Carpet Plus	Accounts Payable	\$72.00
08/15/2022	55181	Cash-wa Distributing Co.	Accounts Payable	\$769.40
08/15/2022	55182	Clevenger Propane	Accounts Payable	\$100.00
08/15/2022	55183	Clipper Publishing Co., Inc.	Accounts Payable	\$347.66
08/15/2022	55184	Co-Line Welding, Inc.	Accounts Payable	\$2,902.90
08/15/2022	55185	Cornhusker Intl Trucks, Inc.	Accounts Payable	\$209.43
08/15/2022	55186	Culligan	Accounts Payable	\$45.00
08/15/2022	55187	DAS State Accounting - Central Finance	Accounts Payable	\$453.03
08/15/2022	55188	Discount School Supply	Accounts Payable	\$147.40
08/15/2022	55189	Diversified Drug Testing, LLC	Accounts Payable	\$109.00
08/15/2022	55190	Eakes Office Solutions	Accounts Payable	\$82.68
08/15/2022	55191	Educational Service Unit #10	Accounts Payable	\$3,173.43
08/15/2022	55192	Egan Supply Co.	Accounts Payable	\$3,986.00
08/15/2022	55193	ESU Coordinating Council	Accounts Payable	\$3,342.50
08/15/2022	55194	Flinn Scientific Inc	Accounts Payable	\$6,232.35
08/15/2022	55195	Furbys Plumbing	Accounts Payable	\$675.00
08/15/2022	55196	GWJ Co.	Accounts Payable	\$1,818.40
08/15/2022	55197	Heartland Disposal, Inc.	Accounts Payable	\$307.00
08/15/2022	55198	Hilton Garden Inn Lincoln Downtown/Haymarket	Accounts Payable	\$1,980.50
08/15/2022	55199	Holmes Plbg & Htg Supply Co.	Accounts Payable	\$447.52
08/15/2022	55200	Hometown Leasing	Accounts Payable	\$653.27
08/15/2022	55201	Innovative Office Solutions, LLC	Accounts Payable	\$136.42
08/15/2022	55202	International Academy of Science Acellus Education Center	Accounts Payable	\$900.00
08/15/2022	55203	K & K	Accounts Payable	\$456.72
08/15/2022	55204	KSB School Law PC LLO	Accounts Payable	\$715.00
08/15/2022	55205	L and N Enterprises	Accounts Payable	\$2,623.50
08/15/2022	55206	Lakeshore Learning Materials	Accounts Payable	\$652.40
08/15/2022	55207	Lincoln Journal Star	Accounts Payable	\$302.48
08/15/2022	55208	M&K Electric	Accounts Payable	\$1,216.72
08/15/2022	55209	Masters True Value	Accounts Payable	\$97.32
08/15/2022	55210	Matheson Tri-Gas, Inc.	Accounts Payable	\$78.17
08/15/2022	55211	MCI	Accounts Payable	\$68.45
08/15/2022	55212	Menards	Accounts Payable	\$4,429.28
08/15/2022	55213	Midwest Alarm Services	Accounts Payable	\$275.00
08/15/2022	55214	Nationwide	Accounts Payable	\$100.00
08/15/2022	55215	Nebr. Council of School Administrators	Accounts Payable	\$240.00
08/15/2022	55216	Nebraska Central Telephone Co	Accounts Payable	\$325.10
08/15/2022	55217	Nebraska Public Power Dist.	Accounts Payable	\$5,602.28
08/15/2022	55218	Nebraska Safety Center @ UNK	Accounts Payable	\$250.00
08/15/2022	55219	NutKase Accessories USA LLC	Accounts Payable	\$4,318.80
08/15/2022	55220	One Source The Background Check Company	Accounts Payable	\$15.00
08/15/2022	55221	Optum	Accounts Payable	\$150.00
08/15/2022	55222	Popplers Music, Inc	Accounts Payable	\$9.15
08/15/2022	55223	Prime Secured	Accounts Payable	\$2,401.38
08/15/2022	55224	Pyramid School Products	Accounts Payable	\$41.88
08/15/2022	55225	Reallyville Media LLC	Accounts Payable	\$225.00

08/15/2022	55226	Scholastic, Inc.	Accounts Payable	\$130.90
08/15/2022	55227	School Specialty Inc	Accounts Payable	\$493.81
08/15/2022	55228	Shelton School Petty Cash	Accounts Payable	\$2,100.44
08/15/2022	55229	Sherwin-Williams	Accounts Payable	\$278.22
08/15/2022	55230	SiteOne Landscape Supply, LLC	Accounts Payable	\$1,634.82
08/15/2022	55231	Sunbelt Rentals	Accounts Payable	\$262.52
08/15/2022	55232	The Sherwin-Williams Co.	Accounts Payable	\$80.97
08/15/2022	55233	Tilley Sprinklers & Landscaping, Inc.	Accounts Payable	\$8,262.00
08/15/2022	55234	Village Of Shelton	Accounts Payable	\$973.15
08/15/2022	55235	Ward's Science	Accounts Payable	\$356.73
08/15/2022	55236	Willis Repair, LLC	Accounts Payable	\$218.04
08/15/2022	55237	Woodward Disposal Service, Inc.	Accounts Payable	\$26.50
Sub Total				\$74,086.04

SHELTON PUBLIC SCHOOLS: GENERAL FUND MONTHLY COMPARISON

	2020-21	2021-22		2020-21	2021-22
Sept. Expenditures Reported @ Board Mtg	\$66,696.33	\$80,685.10	Mar. Expenditures Reported @ Board Mtg	48,567.85	\$101,329.00
Sept. Net Payroll	\$273,463.78	\$249,057.29	Mar. Net Payroll	245,764.55	\$244,426.00
Sept. EOM Expenditures	-	-	Mar. EOM Expenditures	-	-
Total Sept. Expenditures	\$ 340,160.11	\$ 329,742.39	Total Mar. Expenditures	294,332.40	\$345,755.00
Percent of Budget Spent	4.60%	4.40%	Accumulated Totals	\$ 2,438,395.14	\$ 2,409,387.00
Cash On Hand	\$ 1,279,562.89	\$1,454,002.00	Percent of Budget Spent	3.98%	4.62%
			Cash On Hand	\$ 670,187.00	\$ 911,789.00
Oct. Expenditures Reported @ Board Mtg	65,696.08	\$90,029.71	April Expenditures Reported @ Board Mtg	50,419.32	\$57,244.00
Oct. Net Payroll	248,186.42	\$243,908.31	April Net Payroll	247,496.55	\$244,969.00
Oct. EOM Expenditures			April EOM Expenditures	-	-
Total Oct. Expenditures	\$313,882.50	\$392,165.00	Total April Expenditures	297,915.87	302,213.00
Accumulated Totals	\$ 749,813.00	\$ 721,907.39	Accumulated Totals	\$ 2,736,311.01	\$ 2,711,600.00
Percent of Budget Spent	4.25%	5.24%	Percent of Budget Spent	4.03%	4.03%
Cash On Hand	\$ 1,238,265.00	\$1,201,721.00	Cash On Hand	\$ 651,643.00	\$ 715,126.00
Nov. Expenditures Reported @ Board Mtg	\$69,071.65	\$55,418.07	May Expenditures Reported @ Board Mtg	97,072.86	\$57,241.00
Nov. Total Payroll	\$247,544.39	\$247,510.19	May Net Payroll	248,495.94	\$247,243.00
Nov. EOM Expenditures	-	-	May EOM Expenditures	-	-
Total Nov. Expenditures	\$316,616.04	\$361,671.00	Total May Expenditures	345,568.80	304,484.00
Accumulated Totals	\$ 1,066,429.04	\$1,144,306.00	Accumulated Totals	\$ 3,081,879.81	\$ 3,016,084.00
Percent of Budget Spent	4.28%	4.83%	Percent of Budget Spent	4.68%	4.06%
Cash On Hand	\$ 946,507.90	\$909,822.00	Cash On Hand	\$ 1,435,584.00	\$ 1,725,023.00
Dec. Expenditures Reported @ Board Mtg	62,983.02	\$86,223.32	June Expenditures Reported @ Board Mtg	78,129.99	\$58,000.00
Dec. Total Payroll	253,402.33	\$245,585.81	June Net Payroll	239,391.20	\$239,179.00
Dec. EOM Expenditures			June EOM Expenditures	-	-
Total Dec. Expenditures	316,385.35	331,809.00	Total June Expenditures	317,521.19	297,179.00
Accumulated Totals	\$ 1,502,787.00	\$ 1,476,115.00	Accumulated Totals	\$ 3,399,401.00	\$ 3,313,263.00
Percent of Budget Spent	4.28%	4.43%	Percent of Budget Spent	4.30%	3.97%
Cash On Hand	\$ 667,873.95	\$ 686,300.00	Cash On Hand	\$ 1,425,759.00	\$ 1,678,362.00
Jan. Expenditures Reported @ Board Mtg	44,056.46	\$49,058.12	July Expenditures Reported @ Board Mtg	188,738.86	\$74,086.00
Jan. Net Payroll	246,539.75	\$243,555.00	July Net Payroll	240,197.24	\$235,091.93
Jan. EOM Expenditures	-	-	July EOM Expenditures	-	-
Total Jan. Expenditures	\$290,596.21	\$292,973.00	Total July Expenditures	428,936.10	309,177.00
Accumulated Totals	\$ 1,849,092.00	\$ 1,769,088.00	Accumulated Totals	\$ 3,828,337.10	\$ 3,622,440.00
Percent of Budget Spent	3.93%	3.91%	Percent of Budget Spent	5.80%	4.13%
Cash On Hand	\$ 801,434.00	\$ 993,449.00	Cash On Hand	\$ 1,110,707.00	\$ 1,370,190.00
Feb. Expenditures Reported @ Board Mtg	\$52,061.56	\$52,409.00	August Expenditures Reported @ Board Mtg	\$56,866.75	
Feb. Net Payroll	\$242,909.18	\$242,135.00	August Net Payroll	\$269,254.70	
Feb. EOM Expenditures			August EOM Expenditures	-	
Total Feb. Expenditures	294,970.74	294,544.00	Total August Expenditures	326,121.45	
Accumulated Totals	\$ 2,144,062.74	\$ 2,063,632.00	Accumulated Totals	\$ 4,154,458.55	\$ 3,622,440.00
Percent of Budget Spent	3.99%	3.93%	BUDGET	\$7,389,889.00	\$7,491,037.00
Cash On Hand	\$ 759,347.00	\$ 1,050,940.00	TOTAL % OF BUDGET SPENT =	62.21%	
			Cash On Hand	\$ 785,296.00	

DISTRICT 19 FINANCIAL STATUS AS OF July 29,2022

CASH RESERVES:

GENERAL FUND CASH RESERVE	(7/29/2022 Interest + \$871.88)	\$759,519.35
SPECIAL BUILDING CASH RESERVE	(7/29/2022 Interest + \$56.92)	\$67,644.27

TOTAL CASH RESERVE ACCOUNTS: \$827,163.62

SAVINGS:

GENERAL FUND CR SAVINGS 5882	*Transferred funds back from when we borrowed to pay bills, \$144500.00*	\$295,409.22
		\$295,409.22

UNEMPLOYMENT SAVINGS #5891		\$26,568.48
VEH/BUS ACQ. Savings #9457		\$32,324.14
TECHNOLOGY ACQ SAVINGS # 5918		\$51,219.52
PARKING LOT DEPR. SAVINGS #5909		\$70,325.71
BAND UNIFORM SAVINGS #5900		\$0.10
HVAC Savings #9475		\$67,179.54

TOTAL DEPRECIATION SAVINGS: \$247,617.49

TOTAL SAVINGS: \$543,026.71

TOTAL OF DISTRICT FUNDS: \$1,370,190.33

<u>TAXES:</u>	<u>GENERAL</u>	<u>BUILDING</u>	<u>FUND TOTALS:</u>	
BUFFALO	\$42,565.41	\$0.00	GENERAL	\$1,054,928.57
HALL	\$12,034.81	\$0.00	DEPRECIATION	\$247,617.49
ADAMS	\$2,330.81	\$0.00	LUNCH	\$57,029.65
KEARNEY	\$0.00	\$0.00	SPECIAL BLDG	67,644.27
TOTAL TAXES	\$56,931.03	\$0.00		

Net Wages	\$ 144,803.69
General Fund Expenditures	\$ 74,086.04
Employee - Liabilities	\$ 90,228.24

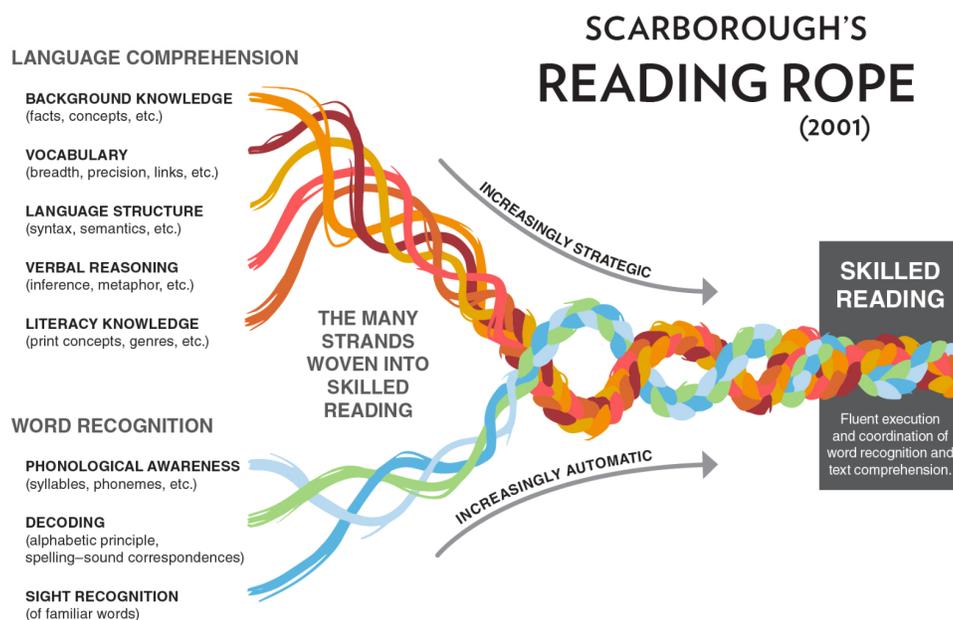
Receipts for July 2022	\$ 63,087.22
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Superintendent Report for August 2022

Administrator Days

I attended the following sessions at Administrators Days:

- **Opening Session:** Dr. Blomstedt the Commissioner of Education
- **Reimagining Continuous Improvement with a Focus on Educator Effectiveness-** The focus of this session is on understanding how School Improvement and MTSS are intertwined and how teacher evaluation and professional growth are now part of this process.
- **Reimagining your NeMTSS Framework to include the Science of Reading:** This session focused on conducting walkthroughs with a focus on fidelity ensuring the ELA classroom is focused on the key components of Scarborough's Reading Rope.



- **Grant Management System Changes-** The GMS is the system we use to apply for and manage all of our federal grants. This session helped me understand the changes in this system for the 22-23 school year.
- **Observing Excellent Literacy Instruction-** Critical look for in the effective ELA classroom.
- **Keynote:** Matt Maddock- How disruptors Put a Dent in the Universe
- **KSB-** Title IX regulations, OCR decisions, and court cases continuing to emerge
- **Propelling the Profession-** This session focused on re-energizing strategies for superintendents. Superintendent well-being is not just a benefit, it is a core strategy for the survival of our vocation.
- **We evaluate to retain staff-** ESU 7 presented on ways they make the teacher evaluation process cohesive with professional growth and support. They presented a

through line from the initial interview, through onboarding and mentorship, to professional goals and intentional improvement, to the evaluation process.

Superintendent Goals Quarterly Update

August 2022

#1 - BUDGET

- Create a realistic and workable budget
 - [22-23 draft with estimated valuations](#)
 - *Working budget coming in early October*
- Budget to be able to carry out the Shelton Capital Improvement Schedule
- Stay abreast of current budget and continue to build cash reserve
 - *Using the district expenditure report, at this point in the budget year, we have spent approximately \$205,897 less than at the same time last year. It is important to consider the inflation costs here because we were able to spend less in spite of growing inflation.*
 - *Also using the same report cash on hand increased by \$259,483 compared to the same time last year. The measures we took to take the full \$1.05 in general fund as well as using ESSER funds to offset general fund expenditures whenever possible has helped with this.*
- Manage and build depreciation funds

#2 - COMMUNICATION

- Create a timely and consistent communication mechanism on hot topics or relevant information at least twice a month for the Board of Education
 - *Continue with weekly updates*
- Utilize district wide communication tools and social media to provide timely information as it relates to consistent communication for students and parents
 - *The tech committee will work this year to determine if a new website platform would be beneficial to help improve communication with students and parents- more to come*
- Develop and implement an action plan based on the results of the NASB Staff Well-being Survey

Superintendent Goals Quarterly Update

August 2022

- o One of the agenda items at the opening in-service was to share the Shelton Climate-Culture Plan For Success*
- o Each week in our admin meetings we check back on the Shelton Climate-Culture Plan For Success to self-evaluate our progress.*
- Create a visible presence in the school at activities and local organizations
 - o attend village board meetings or join local organizations

#3 - EXPECTATIONS AND ACCOUNTABILITY

- Promote high and consistent expectations for staff and students
 - o Expectations for staff were reviewed during the district staff meeting*
 - o Expectations for students will be reviewed the first day of school and then emphasized and practiced the first couple of weeks*
- Create roles and responsibilities to determine if the current staffing is sustainable (all roles in the district).
- Continue to develop collaborative relationships between all staff to maximize opportunities for students.
 - o Currently reading *Leaders Eat Last* by Simon Sinek. This book focuses on how leaders can build a positive culture where the people within the organization have shared values and feel valued.*

To: Board of Education
From: Jeff Kenton
Date: August 15, 2022
Re: Board Report

PK-12 Enrollment

- 272 Students
 - Elementary 158
 - HS 114

Professional Development

- Inservice Days on 8/10, 8/11
 - Safety Protocols
 - Handbook Review (Staff and Student)
 - Instructional Expectations for staff
 - Fun Scavenger Hunt Activity
 - Nurse Updates
 - Counseling Program Updates
 - SPED Meetings
 - Coaches Meetings
 - Climate Culture Plan for Success
 - PBIS Review
 - Assessment Updates
 - MTSS Team Clarification

Family Engagement

- Seventh Grade Orientation (84%)
- Freshman Orientation (88%)
 - Freshman Orientation was new this year and is something that we would like to continue in the future.
 - Focused on handbook expectations
 - Graduation Requirements
 - Graduation Credit Hour Requirements
 - Blue and Gold Laurel Requirements
 - Honor Roll
 - GPA
 - Community Service Hours
 - 5 Year Plan
- Elementary Open House (8/15/22)

Respectfully Submitted,

Jeff Kenton

Timestamp	Did Blue Cross/Blue Shield paying 100% of mental health services impact your use of the school EAP?	Do you think the district should continue the EAP for another year?	If you answered yes to continuing the EAP for another year, did you use the EAP services in the last 12 months?	If the district were to stop doing the EAP through Wholeness Healing Center what other resources or supports would you like to see for staff? Please list in the order of importance.
8/10/2022 10:16:03	I have not used EAP services because I am a new hire.	Yes	No	Self-care webinars or conferences
8/10/2022 10:16:21	Yes, I used the EAP services less because BCBS covered 100% of mental health services	Yes	Yes	
8/10/2022 10:21:03	I didn't use it but I've heard it is very good and I probably will be using it this year.	Yes	No	The district needs some kind of support for the staff to use.
8/10/2022 10:21:14	I didn't use it.	No		If you don't use it, maybe a cash back or coffee bar once a month or something random like that.
8/10/2022 10:21:16	No, BCBS wasn't really a factor in my use of the EAP	Yes	No	
8/10/2022 10:21:35	No, BCBS wasn't really a factor in my use of the EAP		No	
8/10/2022 10:21:52	No, BCBS wasn't really a factor in my use of the EAP	No		Just time to get together with staff without meetings
8/10/2022 10:21:55	No, BCBS wasn't really a factor in my use of the EAP	Yes	Yes	
8/10/2022 10:22:05	No, BCBS wasn't really a factor in my use of the EAP	No	No	
8/10/2022 10:22:07	No, BCBS wasn't really a factor in my use of the EAP	Yes	No	
8/10/2022 10:22:14	I currently attend Wholeness so I go there often	Yes	Yes	I would like continue with this.
8/10/2022 10:22:25	I am a new staff member but would love to utilize these services and BCBS paying 100% would definitely impact my use.	Yes		
8/10/2022 10:22:33	I forgot about it	Yes	No	
8/10/2022 10:22:49	No because I never used the service.	Yes	No	
8/10/2022 10:22:50	No, BCBS wasn't really a factor in my use of the EAP	Yes	No	chair massage, massage,
8/10/2022 10:23:05	No, BCBS wasn't really a factor in my use of the EAP	Yes	No	It would be nice if something was offered on the weekend or evening
8/10/2022 10:23:14	No, BCBS wasn't really a factor in my use of the EAP	No		

Timestamp	Did Blue Cross/Blue Shield paying 100% of mental health services impact your use of the school EAP?	Do you think the district should continue the EAP for another year?	If you answered yes to continuing the EAP for another year, did you use the EAP services in the last 12 months?	If the district were to stop doing the EAP through Wholeness Healing Center what other resources or supports would you like to see for staff? Please list in the order of importance.
8/10/2022 10:23:14	No, BCBS wasn't really a factor in my use of the EAP	Yes	No	possibly a one-time bonus pay
8/10/2022 10:23:19	new staff member	Yes	No	I am not sure. I would be interested in trying the EAP this year for stress/anxiety relief.
8/10/2022 10:23:24	No, BCBS wasn't really a factor in my use of the EAP	No		Bonuses or Time off Alternative Scheduling I wished it was closer, but it was difficult to get to Grand Island without kids to use services.
8/10/2022 10:23:29	Yes, I used the EAP services less because BCBS covered 100% of mental health services	Yes	No	
8/10/2022 10:23:44	Yes, I used the EAP services less because BCBS covered 100% of mental health services	Yes	No	
8/10/2022 10:23:54	I do not have BCBS, so I appreciate the opportunity of the EAP	Yes	No	Something to be able to decrease stress...massage chair or two from Menards would be great
8/10/2022 10:24:09	No, BCBS wasn't really a factor in my use of the EAP	Yes	No	Even though I did not use the resource in the past year, I really appreciated have a resource available to all staff. It's difficult to know where to turn or who to call or trust when mental health needs addressed. So, if the EAP through the WHC stops, I would like to have quality resources listed with what's offered for each resource. Then this needs to be posted/communicated to the staff so we have a place to turn in time of need. Thank you!
8/10/2022 10:24:16	Yes, I used the EAP services less because BCBS covered 100% of mental health services	Yes	Yes	I utilize the therapy sessions offered. Now they are paid for by BCBS. However, I will say that I would not of originally sought out the resources I needed for my own mental health if the school hadn't offered this service and I probably would not still be teaching if I didn't have this avenue to work through depression and anxiety related to work. If you stop offering this service I think it's incredibly important to find ways to encourage staff to seek mental health - encouraging mental wellness days, finding fun things to offer throughout the year, etc.
8/10/2022 10:24:56	I do not utilize mental health services at this time.	No	No	I think we could use the money for something "in house" that the staff could utilize on a daily basis. The vast majority of the staff can not get to Grand Island during the work week with work and coaching duties, so I think the money would be better served purchasing something for in the building that the staff could use on a daily/weekly/monthly basis. For example, once a month we could have a coffee bar on site. Also, the Gibbon kitchen staff feeds all of their employees every Friday, or does a dessert/snack cart after lunch on a weekly basis that the staff can choose an item from as a treat. I think this would go a long way in making the staff feel more appreciated as well.
8/10/2022 10:24:59	contacted provider	Yes	No	
8/10/2022 10:25:44	Would love to use it! I came on in December and didn't know about it.	Yes	No	Bring a Massage therapist in often or buy a chair to two for our staff! Staff drinks often; talk times for staff led by a neutral party.... healthy food meals brought in... skip the pizza/sugar/stuff.... bring a therapy dog in to visit....
8/10/2022 10:26:37	No, BCBS wasn't really a factor in my use of the EAP	No		My biggest problem was just not having time to go there for any support.... by the time practices end, they are closed... finding time during the day is tough because then you stress about getting a sub etc.
8/10/2022 10:27:56	No, BCBS wasn't really a factor in my use of the EAP	Yes	Yes	reimbursement for massage therapists of your choice
8/10/2022 10:40:32	I didn't have the time to use this but would have liked to.	Yes	No	Massages
8/10/2022 10:56:02	I don't have blue cross blue shield I'm a para	Yes	No	

Timestamp	Did Blue Cross/Blue Shield paying 100% of mental health services impact your use of the school EAP?	Do you think the district should continue the EAP for another year?	If you answered yes to continuing the EAP for another year, did you use the EAP services in the last 12 months?	If the district were to stop doing the EAP through Wholeness Healing Center what other resources or supports would you like to see for staff? Please list in the order of importance.
8/10/2022 11:42:43	No, BCBS wasn't really a factor in my use of the EAP	Yes	No	Mental health support (ex. grief, family, professional, etc. counseling) Physical health support: EX- Free gym membership for staff. (If they are being required to pay the \$25 fee)
8/10/2022 19:09:41	No, BCBS wasn't really a factor in my use of the EAP	No		Free Beer!

POLICY 2003: SCHOOL BOARD 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

- i. The board typically will hold its regular meetings on the second Monday of each month unless that date is too early to provide adequate time to complete payroll and other financial obligations. In those instances, the board shall approve holding their board meeting on the third Monday of those months.
- ii. Special and emergency meetings may be called as provided by law.
- iii. 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 posted on the school district's website. 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 in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so.

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

- i. 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.
- ii. 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.
- iii. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and 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: 12/8/08

Revised on: 1/12/15, 6/12/17, 4/15/19

Reviewed on: 1/12/15, 6/12/17, 1/15/21

POLICY 4024: FISCAL MANAGEMENT FOR PURCHASING AND PROCEDURES 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.

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 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.

F. Documentation for 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.

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 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: 07/10/17

Revised on: 8/13/18, 7/15/19, 6/14/21

Reviewed on:

Policy 3027: 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 victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

3. Discrimination Not Involving Sexual Harassment.

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

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

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

3.3. Complaint Procedure. All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2018

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

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

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

5. Grievance Process for Formal Complaints of Sexual Harassment.

5.1. General Requirements.

5.1.1. Equitable Treatment. The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or

other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

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

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

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

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

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

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

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

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

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

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

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

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

5.2. Notice of Allegations.

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

5.2.1.1. A copy of this policy.

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

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

5.3. **Dismissal of Formal Complaint.**

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

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a format 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.[C1]

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 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.

5.7.2. **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: 8/23/20

Revised on: 7/12/21

Reviewed on:

POLICY 3021: 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, or credit card.

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 to 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:

If a student owes more than \$20, the student will be provided 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, text, or other electronic, 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: 5/8/17

Revised on:

Reviewed on: 5/17/21

POLICY 4023: 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, which can be found earlier in this subsection.

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, which can be found earlier in this subsection.

B. Construction Projects with an estimated cost of \$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 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.

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

E. 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. 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.
- (8) 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: 07/10/17

Revised on: 7/15/19, 6/14/21

Reviewed on:

POLICY 7038 TRANSPORTING STUDENTS IN EMPLOYEE VEHICLES

[NOTE TO BE DELETED: PICK ONE OF THE OPTIONS BELOW IF YOU ADOPT THIS POLICY, AND DELETE THE OTHER]

[Option 1] With the permission of the superintendent, school employees may transport students in the employee’s personal vehicle even if those students do not live within the employee’s household. School employees who transport students in their personal vehicles and those children do not live within the employee’s household must comply with the board’s policies on pupil transportation and school vehicle use, including Pupil Transportation Driver Qualification Criteria.

[Option 2] School employees shall not use their personal vehicle to transport students except for those students who reside in the employee’s own household or if an emergency exists. If an emergency occurs, the employee will contact the administration and parents whenever practicable before providing the emergency transportation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

POLICY 7037: RESIGNATION OF CERTIFIED STAFF

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements.

SELECT ONE OF THE FOLLOWING PARAGRAPHS

Staff members who submit their resignations to the board of education by April 15th will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

Staff members who submit their resignations to the board of education after April 15th but before _____ (insert whatever date your district uses) will be released from the next school year's contract so long as the board is able to obtain the services of a suitable replacement. Suitability determinations will be made solely by the district and will be based upon, but not limited to, experience, quality, availability of adequate candidates, effect on extracurricular programs, class offerings, and effect on students. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

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

POLICY: 9021 TESTING AND ASSESSMENT PROGRAM

I. Basic Testing and Assessment Program

The school district will use a basic testing and assessment program to evaluate the outcome of the educational program and to provide information needed in working with individuals. The program will be supplemented by such individual and supplementary tests as the needs of the educational program and the district indicate. The superintendent and designees will coordinate the program from Kindergarten through twelfth grade to provide continuity. Teachers are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. Teachers should consult with relevant board policies and district protocols assessment administration and security.

II. Accountability Reporting

At the board of education's regular July meeting, or as soon as assessment results are no longer embargoed, the superintendent of schools shall provide an annual written report as required by NDE Rule 10. The report shall be presented to the board and made available to the public. The report must contain the elements required by Rule 10, including but not limited to: student academic performance as reported to NDE (demographics, achievement, educational input characteristics, as defined in section 005.02 of Rule 10); school system demographics; school improvement goals and progress; and financial information about the school district. Building level results will be reported only to appropriate staff for review, goal setting, and intervention as needed.

This report shall not include any individual test scores or assessment, but individual student test scores or assessment results will be reported to the student's parents or legal guardian(s). If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance are provided for those grades.

A comprehensive evaluation of the district shall be conducted at least once every five years using instruments and guides approved by NDE.

Adopted on: _____

Revised on: _____

Reviewed on: _____

Shelton Public Schools

Return To School Plan

The purpose of this document is to outline the protocols Shelton Public Schools will follow for in-person learning in the 2022-23 school year. The return to school protocols were created to create a safe and predictable environment that can be used by parents, students, staff, and community during the COVID-19 pandemic. **The district realizes that COVID-19 is unpredictable and as a result, these protocols may need to be modified as needed to ensure the safety of all staff, students, and patrons.**

Participants in the focus group used to develop Return to School Plan include:

Megan Schnerigner- School Psychologist
Matt Walter- K-12 PE/7-12 History
Ryan Province- 7-12 Business/Athletic Director
Seth Jensen- Head Custodian/ Transportation
Stephanie Flint- Guidance Counselor
Jeanne Pope- Technology and Assessment Coordinator
Jackie Cornelius- School Nurse
Joni Thornburg- Elementary Teacher
Sue Bombeck- Head of Nutrition Services
Sandy Sutton- Office Manager
Jeff Kenton- K-12 Principal
Jenette Meyer- K-12 Assistant Principal

Maintaining Health and Safety

Mitigation strategies listed below are required in the District's plan. By checking the box before each time, Shelton agrees to include information in the plan to address the components listed below:

- ✓ Universal and correct wearing of masks
- ✓ Modifying facilities to allow for physical distancing (e.g., including using of cohorts/podding)
- ✓ Handwashing and respiratory etiquette
- ✓ Cleaning and maintaining healthy facilities, including improving ventilation
- ✓ Contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments
- ✓ Diagnostic and screening tests
- ✓ Efforts to provide vaccinations to school communities
- ✓ Appropriate accommodations for children with disabilities with respect to health and safety policies
- ✓ Coordination with state and local health officials. Including the needs for support and technical assistance to implement strategies consistent to the greatest extent possible, with relevant CDC guidance.

Universal and Correct Wearing of Masks

Green, yellow, orange, and red will be based on the percent of students and staff absent due to any illness for a three day period. Anyone with an alternate diagnosis from a doctor or a COVID negative test will not be counted in the illness percentages. In the event that a new variant becomes a threat, this plan and protocols will be revisited.

0% people absent due to illness	2% people absent due to illness	4% people absent due to illness	5% people absent due to illness
In the green zone, students and staff are not required to wear masks but may do so if they choose.	In the yellow zone, students and staff will be encouraged to wear masks, but not required.	In the orange zone students will socially distance when possible and masks are recommended but not required.	In the red zone, students and staff will be highly recommended to mask at all times in school and at school activities.

Modifying Facilities to Allow For Physical Distancing

Students will not be cohorted or socially distanced unless there is a significant increase of COVID-19 cases in our area.

In the green zone, students and staff will not be required to socially distance.	In the yellow zone, students and staff will be encouraged to maintain social distance when eating food, singing, or while not wearing masks.	In the orange zone, students and staff will be encouraged to maintain social distance whenever possible.	In the red zone, students and staff will be encouraged to maintain social distance when eating food or singing if unmasked.
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Handwashing and Respiratory Etiquette

In the green zone, students and staff will be encouraged to frequently wash/sanitize hands. Hand sanitizer will be available in all classrooms and common areas.	In the yellow zone, students and staff will be encouraged to frequently wash/sanitize hands. Hand sanitizer will be available in all classrooms, common areas, and as students enter the building.	In the orange zone, students and staff will be encouraged to frequently wash/sanitize hands. Hand sanitizer will be available in all classrooms, common areas, and as students enter the building.	In the red zone, students and staff will be encouraged to frequently wash/sanitize hands. Hand sanitizer will be available in all classrooms, common areas, and as students enter the building.
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Cleaning and Maintaining Healthy Facilities

In the green zone, students and staff will have access to disinfectant spray in the classroom to clean and sanitize classroom furniture and materials as needed.	In the yellow zone, staff and students will disinfect desks and other high touch surfaces between classes. Custodians will spray classrooms with the disinfectant sprayer daily.	In the orange zone, staff and students will disinfect desks and other high touch surfaces between classes. Custodians will spray classrooms with the disinfectant sprayer daily.	In the red zone, staff and students will disinfect desks and other high touch surfaces between classes. Custodians will spray classrooms with the disinfectant sprayer daily.
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Contact Tracing And Quarantine

Shelton Public Schools will work with local health departments to assist with contact tracing as needed. Students and staff testing positive for COVID-19 will use the following protocol:

Isolation					Return To School
Day 1 First day of experiencing symptoms	Day 2	Day 3	Day 4	Day 5 Fever free without fever reducing medications for 24 hours and symptoms are resolving.	Day 6  Wearing a mask for the next 5 days. Athletes will also need to wear a mask during practice and at games days 6-10.

Students or staff who come in direct contact with someone who has tested positive for COVID-19 at school will be notified and should monitor for symptoms. If students or staff begin to experience symptoms they will stay home and follow the isolation protocol.

If a household member is positive all members of the household must wear a mask for 10 days when around others and monitor for symptoms in lieu of quarantine.

Diagnostic and Screening Testing

Shelton Public Schools will not provide or conduct testing for COVID-19.

Appropriate Accommodations For Children With Disabilities

Students' IEP teams will determine appropriate accommodations for students with disabilities and communicate those to the students' educational team as appropriate.

Efforts To Provide Vaccinations to School Communities

Shelton will work with local health departments to provide a location for health departments to administer COVID-19 vaccinations as well as use district communication platforms to share information regarding vaccine clinics to the school community. Students and staff will not be required to be vaccinated.

Coordination With State and Local Health Officials

Shelton Public Schools will work in cooperation with state and local health officials. The superintendent will attend webinars put on by the Governor, Education Commissioner, and Two Rivers Health Department to stay abreast of current information.

Ensuring Continuity of Services

Shelton will ensure continuity of services by providing in person instruction. The school calendar will continue to serve as a guide to indicate when school is in session. Students will be expected to attend school in-person on the days when school is in session unless they are home due to illness.

In addition, Shelton has purchased high quality instructional materials that offer virtual access for students who need to learn from home at any point during the school year. These high quality instructional materials also provide opportunities for acceleration to support students who may have gaps in their knowledge. All students will have equitable access to rigorous grade level content.

Beginning in the fall of the 2021-22 school year, 7th graders will complete a study skills course that not only supports their transition to secondary education, but also teaches them important skills for both in-person and virtual learning. The purpose of this course is to give students the necessary skills to be well organized, prepared to ask questions in

class, study in effective ways, and have ownership of their progress and learning.

Students' health needs will be met by offering all students a free grab and go breakfast every morning, free lunches throughout the school year, as well as free meals offered during the summer months. In addition, students will receive guidance counseling services that support stress and anxiety management on a weekly basis by the school guidance counselor.

Staff emotional and mental health needs will be met through the district Employee Assistance Program (EAP), which offers up to five free sessions of various mental health services. Staff may access these services as needed throughout the year. Some of the services offered include counseling, stress and anxiety management, and holistic wellness services.

Public Comment Requirements

In July of 2021, a parent survey will be conducted to gather input on the return to school plan. The feedback to the survey was used to make adjustments to the return to school plan. Both the survey and any revisions to the back to school program will be documented and will be retained for future reference.

Uniform Format

Shelton ensures this plan is in an understandable and uniform format by using the template provided by the Nebraska Department of Education. This plan will be posted on the website in both English and Spanish to ensure that it is easy for all parents and students to access. Any parent who wishes to have the plan explained to them verbally may schedule a meeting with district administrators and a translator will be provided if needed.

Example policies from other districts

- [Kearney Public Schools](#)
- [Grand Island Public Schools](#)