

Board of Education Regular Meeting  
Monday, August 10, 2020 8:00 PM  
Conference Room at the Southern Valley  
Schools Junior/Senior High School Building,  
Oxford, Nebraska  
43739 Hwy 89  
Oxford, NE 68967

1. OPENING
  - 1.1. Call Meeting to Order
  - 1.2. Pledge of Allegiance
  - 1.3. Roll Call
  - 1.4. Excuse Absent Board Members
  - 1.5. Acknowledge Posted Open Meeting Act
2. REVIEW THE AGENDA
  - 2.1. Publication of Notice Verification
  - 2.2. Notes Regarding Agenda/Additions
  - 2.3. Approval of Agenda
  - 2.4. Approval of Prior Minutes
3. RECOGNITION OF VISITORS
  - 3.1. Public Comment
4. DISCUSSION ITEMS
  - 4.1. Treasurer's Report
  - 4.2. Committee Reports
  - 4.3. PK-6 Principal's Report
  - 4.4. 7-12 Principal's Report

- 4.5. AD Report
- 4.6. Superintendent's Report
- 4.7. Offering Vision Insurance
- 5. BUSINESS ITEMS
  - 5.1. Approval of Bills
  - 5.2. Science Curriculum
  - 5.3. Title IX Policy Changes
  - 5.4. SV Return to School Plan
  - 5.5. NRCSA Membership
  - 5.6. Late start for August 26th
  - 5.7. Activity Bus
- 6. NEXT MEETING
- 7. EXECUTIVE SESSION
- 8. MOTION TO ADJOURN
- 9. Transfer of Funds

Board of Education Meeting  
July 8<sup>th</sup>, 2020 8:00 PM  
Conference Room at the Southern Valley Schools Junior/Senior High School Building,  
Oxford, Nebraska

The regular meeting of the Southern Valley Board of Education was called to order by President Ryan Hunt at 8:00pm. The roll was called and the following members were present: Ryan Hunt, Bob Bergquist, Todd Brown, Dave Witte, St and Stacy Shafer. Members absent: Steve Hunt. Others present: Superintendent Bryce Jorgenson and Activities Director Brandon Marquez.

The Board of Education makes available a current copy of the Open Meetings Act accessible to members of the public. The Open Meetings Act is also posted in the conference room. Notice of the meeting was given in advance by posting in accordance with the Board of Education approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in the posted notice and a current copy of the agenda was maintained as stated in the posted notice.

All members and public recited the Pledge of Allegiance.

Motion to approve the agenda passed with a motion by Bob Bergquist and a second by Stacy Shafer.

Stacy Shafer	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Absent
Ryan Hunt	Yes
Dave Witte	Yes

June minutes were approved as submitted.

The Financial Report and Budget Comparison Reports were reviewed along with current account balances and projected revenue.

Superintendent Bryce Jorgenson updated the board on the track project. The heat pump replacement project was also discussed in addition to the payment plan for the project. Mr. Jorgenson informed the board of the new recommendations for school opening and discussion of the committees was reviewed. Superintendent Jorgenson also gave a Legislative update.

Motion to approve receipts and payment of expenditures submitted by the administration passed with a motion by Todd Brown and a second by Stacy Shafer.

Stacy Shafer	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Absent
Ryan Hunt	Yes
Dave Witte	Yes

Motion to approve an additional custodial position passed with a motion by Todd Brown and a second by Stacy Shafer.

Stacy Shafer	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Absent
Ryan Hunt	Yes

Dave Witte            Yes

Motion to approve Policy Changes passed with a motion by Bob Bergquist and a second by Stacy Shafer.

Stacy Shafer        Yes  
Bob Bergquist      Yes  
Todd Brown         Yes  
Steve Hunt          Absent  
Ryan Hunt           Yes  
Dave Witte          Yes

Motion to adopt the Student Activities Handbook passed with a motion by Bob Bergquist and a second by Stacy Shafer.

Stacy Shafer        Yes  
Bob Bergquist      Yes  
Todd Brown         Yes  
Steve Hunt          Absent  
Ryan Hunt           Yes  
Dave Witte          Yes

Motion to approve the 2020-21 Student Handbook, 2020-21 Teacher Handbook and 2020-21 Non Certified Handbook passed with a motion by Bob Bergquist and a second by Stacy Shafer.

Stacy Shafer        Yes  
Bob Bergquist      Yes  
Todd Brown         Yes  
Steve Hunt          Absent  
Ryan Hunt           Yes  
Dave Witte          Yes

Meeting adjourned at 10:05pm.

The next regular meeting is scheduled for August 10<sup>th</sup>, 2020 at 1:00pm.

Dated this 13<sup>th</sup> day of July 2020.

FURNAS COUNTY SCHOOL DISTRICT #540  
A/K/A SOUTHERN VALLEY SCHOOLS  
BY: Ryan Hunt, PRESIDENT

ATTEST: Lindin Quinn, Recording Secretary

SOUTHERN VALLEY SCHOOL Financial Report- August 2020 Meeting								
<u>ACCOUNT NAME</u>	<u>CASH BALANCE</u>	<u>BEGIN. CD BAL.</u>	<u>DEPOSIT</u>	<u>INTEREST</u>	<u>TRANSFER</u>	<u>EXPENSE</u>	<u>Current Balances</u>	<u>2019 Balances</u>
<i>Bond Fund Checking</i>	\$ 306,138.94		\$ 6,032.45	\$ 92.09		\$ 42,800.00	\$ 269,463.48	\$ 234,160.27
<i>Bond LAF</i>	\$ 183,204.70			\$ 3.54			\$ 183,208.24	\$ 181,236.78
<b>Bond Total</b>							<b>\$ 452,671.72</b>	<b>\$ 415,397.02</b>
<i>Depreciation Checking</i>	\$ 213,695.14			\$ 36.30			<b>\$ 213,731.44</b>	\$ 70,078.48
<i>General Special</i>		\$ 198,346.85		\$ 33.69	\$0.00	\$ -	\$198,380.54	\$ 197,123.99
<i>General Checking</i>	\$ 2,694,293.46		\$ 112,087.96	\$ 750.93	\$0.00	\$ 629,349.74	\$ 2,177,782.61	\$ 2,425,583.14
<b>General Total</b>							<b>\$2,376,163.15</b>	<b>\$ 2,622,707.13</b>
<i>General Clearing Checking</i>	\$ 77,678.91		\$ 56,913.22	\$ 4.67		\$ 64,340.28	<b>\$ 70,256.52</b>	\$ 58,613.08
<i>Sinking/BLDG Fund Checking</i>	\$ 1,657,404.20		\$ 8,647.02	\$ 103.67		\$ 697,703.66	<b>\$ 968,451.23</b>	\$ 676,294.55
<i>QCPUF</i>	\$ 124,103.29		\$ 1,751.07	\$ 15.95			<b>\$ 125,870.31</b>	\$ 203,040.85
<i>Activities Fund</i>	\$ 88,091.63		\$ 1,794.23	\$ 11.01		\$ 3,928.96	<b>\$ 85,967.91</b>	
<i>Nutrition Fund</i>	\$ 206,694.20					\$ 20.95	<b>\$ 206,673.25</b>	

7-12 Principal Report  
August 2020

- 1). The in-service days have been very productive and teachers are ready to go for Wednesday!
- 2). Summer School went great! All students made their marks and passed the classes they failed in the 4th quarter which was a great success! Thank you to Amanda Adams for her help with running summer school and Melinda Hunt and Jared Fausch for getting students set up!
- 3). Cannot wait to welcome back students on Wednesday, August 12th! Go Eagles!

## August Activities Director Report

### Recognition:

1. SV Coaching Staff for their roll up the sleeves and get it done attitude with the COVID lots of changes and no complaining just getting it done.

### Activities:

1. NDE came out with some Fine Arts Guidelines we are currently reviewing to see what is best for our situation.
2. Plan on moving forward with all Activities but will more than likely be all virtual...ie..Play Production, Mock Trial in a month, & Pep Band (only outdoor events for now)

### Athletics:

1. We will see what happens in this ever changing situation
2. We will allow cheer at all events unless the situation dictates differently
3. COVID Guidelines to put is in the best situation should contact tracing occur:
  - a. Practice
    - i. No drill longer than 9 minutes then switch
    - ii. Switch groups at every drill ensuring the same kids are not with the same kids.
    - iii. Social Distancing a must
  - b. Practice Plans
    - i. Incredibly detailed on what each kid is doing at all times during practice and the group they are in for each segment.
    - ii. Drawings of drills so we can show social distancing
    - iii. Must be turned in immediately the morning after practice by the start of school should we have to contact trace.
  - c. Games
    - i. Temp check before we leave on road games- temp check teams and all fans coming in for indoor events
    - ii. We will look at every situation and make the decision that's in the best interest of our students staying in school for an education
    - iii. May go dressed
    - iv. Be prepared for anything and a lot of last minute decisions
  - d. Schedule
    - i. Lost games can be replaced with teams that can play
    - ii. No wildcard points for replaced contests - no forfeits just a no game
  - e. Concessions/Meals
    - i. No outside groups for now
    - ii. Moving concessions to HS Cafeteria

- iii. Allowing team meals must be served with masks and gloves and be eaten at the school where we can social distance
- iv. All workers of concessions and meals at games must be masked and wear gloves because we are handling food
- f. Expectations for lower level games
  - i. Don't care if we win
  - ii. Make sure every kid gets an opportunity to play that is not playing varsity
- g. Transportation Guidelines
  - i. If students have to be in any school vehicle for 10 minutes or more and not be able to social distance we will require masks because if we cannot do this and have a positive case we will get quarantined.
  - ii. If we can social distance I will not require them unless we get into the orange.

Superintendent Report  
August 2020

1. Heat Pumps
2. 2021-2022 School Calendar (Aaron Hansen)
3. Legislature Update
4. Kitchen Staff
5. Custodial Position

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Acco Brands USA LLC	4713671446	General Supplies	29.76
Total Acco Brands USA LLC			29.76
Aerni, Jennifer	CPR Reimbursement	CPR Reimbursement	75.00
Total Aerni, Jennifer			75.00
Ag Valley Coop	162780 7/25/20	Bus Gas	160.50
Total Ag Valley Coop			160.50
Amazon Capital Services	14HC-L1PG-MM6X	Custodial Supplies	514.00
Amazon Capital Services	16GW-1MNMW-JHVJ	Teaching Supplies- Band	604.94
Amazon Capital Services	16PJ-QWF6-KNTN	Elementary Teaching Supplies	251.64
Amazon Capital Services	1C6G-KF6Y-HN7R	Custodial Supplies	133.32
Amazon Capital Services	1GV6-J6X1-L6YP	Secondary Teaching Supplies	485.70
Amazon Capital Services	1X9M-YFGV-3WM3	Custodial Supplies	436.00
Total Amazon Capital Services			2,425.60
Apple Computer, Inc.	AC31492455	Computer Supplies	315.00
Total Apple Computer, Inc.			315.00
Backroad Brand	32	Admin Shirts	280.20
Total Backroad Brand			280.20
Beaver City Municipal Plant	42100 7/20	Electricity- Bus Barn	9.93
Total Beaver City Municipal Plant			9.93
Beaver Creek Mowing	220805	Mowing	5,735.00
Beaver Creek Mowing	REPAIR CREDIT	Credit for Repairs	(793.00)
Total Beaver Creek Mowing			4,942.00
Blick Art Materials	4181960	Art Supplies	1,727.32
Blick Art Materials	4211322	Credit Teaching Supplies	(4.02)
Total Blick Art Materials			1,723.30
Carter Products Company Inc	0104392-IN	Teaching Supplies	258.20
Total Carter Products Company Inc			258.20
Cobra Midwest	080932	Custodial Supplies	1,501.86
Total Cobra Midwest			1,501.86
Computers Etc.	8/3/20	Computer Supplies	69.71
Total Computers Etc.			69.71
Data Source	102953	Secondary Teaching Supplies	3,450.00
Total Data Source			3,450.00
Dish Network	8/10/20	Dish Network	251.14
Total Dish Network			251.14
Edgenuity INC	758455	2020-21 Subscription Renewal	4,995.00
Total Edgenuity INC			4,995.00

Vendor Name	Invoice Number	Description	Amount
Electrical Engineering & Equipment	6845638-00	Custodial Supplies	80.64
Electrical Engineering & Equipment	6845638-01	Custodial Supplies	241.92
Total Electrical Engineering & Equipment			<u>322.56</u>
Esu #11	3783	ESU Services	5,761.23
Esu #11	4th QTR 2019-20	4th QTR Invoice 2019-20	34,838.66
Total Esu #11			<u>40,599.89</u>
ESU Coordinating Council	COOP001473	Computer Supplies	203.55
Total ESU Coordinating Council			<u>203.55</u>
Follett School Solutions, INC	719285	Library Books	232.91
Total Follett School Solutions, INC			<u>232.91</u>
Frontier Communications	7/31/20	Telephone	409.64
Frontier Communications	7/31/20 *2	Telephone	462.68
Total Frontier Communications			<u>872.32</u>
General Glass Company, Inc.	112416	Custodial Supplies	448.89
Total General Glass Company, Inc.			<u>448.89</u>
GovConnection, Inc.	70181471	Computer Supplies	82.59
GovConnection, Inc.	70194033	Computer Supplies	684.32
Total GovConnection, Inc.			<u>766.91</u>
Harlan County Health System	40	Bus Driver Physical	72.00
Total Harlan County Health System			<u>72.00</u>
Heartland Refrigeration LLC	13225	Contracted Services	534.06
Total Heartland Refrigeration LLC			<u>534.06</u>
Hennessey Lans	Mileage	Mileage- Summer Services	110.00
Total Hennessey Lans			<u>110.00</u>
HireRight Solutions Inc.	P0971792	Bud Driver Background Screening	250.00
Total HireRight Solutions Inc.			<u>250.00</u>
Holmes Plumbing & Heating	243136	Custodial Supplies	4,500.00
Holmes Plumbing & Heating	243807	Custodial Supplies	505.81
Holmes Plumbing & Heating	245096	Custodial Supplies	242.75
Total Holmes Plumbing & Heating			<u>5,248.56</u>
Home Depot Pro	565478302	Custodial Supplies	401.64
Home Depot Pro	565478310	Custodial Supplies	114.44
Total Home Depot Pro			<u>516.08</u>
HomeTown Leasing	AUG 2020	Copier Lease Pymt- Aug 2020	3,354.16
Total HomeTown Leasing			<u>3,354.16</u>
Husker Hardware LLC	80	Custodial Supplies	133.99
Total Husker Hardware LLC			<u>133.99</u>
Innovative Office Solutions, LLC	IN3026627	General Supplies	72.00

Vendor Name	Invoice Number	Description	Amount
Innovative Office Solutions, LLC	IN3033024	General Supplies	47.36
<b>Total</b> Innovative Office Solutions, LLC			<b>119.36</b>
Inspire Rehabilitation	01207	SPED Services- Physical Therapy	121.44
Inspire Rehabilitation	01332	SPED Services- Physical Therapy	349.73
<b>Total</b> Inspire Rehabilitation			<b>471.17</b>
J & J Repair	6765	Bus Maintenance	70.00
J & J Repair	6769	Bus Maintenance	60.00
<b>Total</b> J & J Repair			<b>130.00</b>
J W Pepper & Son Inc.	354539001	Secondary Teaching Supplies	302.99
J W Pepper & Son Inc.	357375911	Secondary Teaching Supplies	40.00
<b>Total</b> J W Pepper & Son Inc.			<b>342.99</b>
JENNIFER SCHUTZ,OTR/L	JULY 2020	SPED Services- Occupational Therapy	234.50
<b>Total</b> JENNIFER SCHUTZ,OTR/L			<b>234.50</b>
JourneyEd.com Inc	10384316	2020-21 Site License	500.00
<b>Total</b> JourneyEd.com Inc			<b>500.00</b>
Kelley's Super Market Inc	2222 8/1/20	August 2020	298.72
<b>Total</b> Kelley's Super Market Inc			<b>298.72</b>
Kresin, Megan	Mileage	Mileage June, July, August	113.22
<b>Total</b> Kresin, Megan			<b>113.22</b>
Leighton Schmidt	8/10/20	Reimbursement Cell Phone	121.36
<b>Total</b> Leighton Schmidt			<b>121.36</b>
Linden, Jeff	8/10/20	Reimbursement- Cell Phone	82.36
<b>Total</b> Linden, Jeff			<b>82.36</b>
Mark Grove	8/10/20	Reimbursement- Cell Phone	319.92
<b>Total</b> Mark Grove			<b>319.92</b>
Menards	4368	Custodial Supplies	115.33
Menards	4798	Custodial Supplies	23.90
Menards	4967	Custodial Supplies	1,616.92
<b>Total</b> Menards			<b>1,756.15</b>
Midamerican Research Chemical	0705238	Custodial Supplies	3,354.96
Midamerican Research Chemical	0705342	Custodial Supplies	37.03
Midamerican Research Chemical	0705585	Custodial Supplies	37.03
Midamerican Research Chemical	070597	Custodial Supplies	33.53
Midamerican Research Chemical	0706104	Custodial Supplies	514.06
Midamerican Research Chemical	0706234	Custodial Supplies	264.48
Midamerican Research Chemical	0706371	Custodial Supplies	37.03
Midamerican Research Chemical	0706636	Custodial Supplies	37.03
Midamerican Research Chemical	0707400	Custodial Supplies	33.53
<b>Total</b> Midamerican Research Chemical			<b>4,348.68</b>
Nasco	884179	Elementary Teaching Supplies	448.71

Vendor Name	Invoice Number	Description	Amount
Total Nasco			<u>448.71</u>
NCS Pearson	10055100	SPED Teaching Supplies	110.00
NCS Pearson	10055214	SPED Teaching Supplies	490.00
Total NCS Pearson			<u>600.00</u>
NCSA	64588	Admin Days- Jorgenson	150.00
NCSA	64589	Admin Days Registration	525.00
Total NCSA			<u>675.00</u>
Nebraska Air Filter, Inc.	0381177-IN	Custodial Supplies	129.40
Total Nebraska Air Filter, Inc.			<u>129.40</u>
Nebraska Safety & Fire Equipment, Inc.	14802	Contracted Services	600.00
Total Nebraska Safety & Fire Equipment, Inc.			<u>600.00</u>
Norton Ice	81378	General Supplies	62.50
Total Norton Ice			<u>62.50</u>
NRCSA	2020-21 Membership	2020-21 Membership Dues	850.00
Total NRCSA			<u>850.00</u>
One Call Concepts, Inc.	0070669	Line Locate	8.85
Total One Call Concepts, Inc.			<u>8.85</u>
Oxford Utilities	7704 7/31/20	Trash Disposal	660.00
Oxford Utilities	7914 7/20/20	Electricity- Bus Barn	37.55
Total Oxford Utilities			<u>697.55</u>
Pitney Bowes	8/10/20	Postage	1,500.00
Total Pitney Bowes			<u>1,500.00</u>
Pyramid School Products	S1412435	General Supplies	4,394.54
Total Pyramid School Products			<u>4,394.54</u>
Quill Corporation	8477492	General Supplies	411.60
Quill Corporation	8478770	General Supplies	251.40
Quill Corporation	8482176	General Supplies	159.55
Quill Corporation	8878278	General Supplies	199.98
Quill Corporation	8936387	General Supplies	43.99
Quill Corporation	8978923	General Supplies	266.93
Total Quill Corporation			<u>1,333.45</u>
Rapids	0874023	Elementary Teaching Supplies	42.92
Total Rapids			<u>42.92</u>
Reliable Pest Control	30814	Pest Control	125.00
Total Reliable Pest Control			<u>125.00</u>
S & W Auto Parts	718992	Bus Maintenance	29.99
S & W Auto Parts	719454	Bus Maintenance	27.99
Total S & W Auto Parts			<u>57.98</u>

Vendor Name	Invoice Number	Description	Amount
School Health Corporation	3760074-02	General Supplies	210.94
Total School Health Corporation			<u>210.94</u>
School Specialty Inc	308103557098	SPED Teaching Supplies	281.55
Total School Specialty Inc			<u>281.55</u>
Sherwin-Williams Co	7335-1	Custodial Supplies	101.26
Sherwin-Williams Co	7665	Custodial Supplies	147.99
Total Sherwin-Williams Co			<u>249.25</u>
Sinclair Oil Corporation	7375058 7/31	Bus Gas	59.00
Total Sinclair Oil Corporation			<u>59.00</u>
Southern Valley- General Clearing	8/10/20	Reimbursement- Postage	532.49
Total Southern Valley- General Clearing			<u>532.49</u>
Stamford Service LLC	7/31/20	Bus Gas	209.40
Total Stamford Service LLC			<u>209.40</u>
Steve Weiss Music	QTE697	Secondary Teaching Supplies	909.20
Total Steve Weiss Music			<u>909.20</u>
Svoboda's, Inc.	D239535	Custodial Supplies	153.52
Total Svoboda's, Inc.			<u>153.52</u>
Trustworthy Hardware	7/31/20	Custodial Supplies	89.83
Total Trustworthy Hardware			<u>89.83</u>
Twin Valleys Public Power	8/6/20	Electricity	10,270.42
Total Twin Valleys Public Power			<u>10,270.42</u>
TwoPturf, LLC	2585	Grounds Upkeep	2,270.42
Total TwoPturf, LLC			<u>2,270.42</u>
Valley Voice	22075	Legal Notice	10.00
Total Valley Voice			<u>10.00</u>
Verizon Wireless	9858781071	Verizon	40.01
Total Verizon Wireless			<u>40.01</u>
VVS Inc	36001117980	General Supplies	379.60
Total VVS Inc			<u>379.60</u>
WHITE AUTO GLASS	6997-32359	Bus Maintenance	250.36
Total WHITE AUTO GLASS			<u>250.36</u>
Woodward's Disposal Service, Inc.	8941-2644	Shredding- Disposal	35.00
Total Woodward's Disposal Service, Inc.			<u>35.00</u>
Woodwind Brasswind	ARINV54320546	Secondary Teaching Supplies	10.00
Total Woodwind Brasswind			<u>10.00</u>

**Board Report - Board**

Vendor Name	Invoice Number	Description	Amount
Xodus Medical Inc	383479	General Supplies	283.15
Xodus Medical Inc	385592	General Supplies	566.30
Total Xodus Medical Inc			<hr/> 849.45
Yanda's Music And Pro Audio	8/3/20	Teaching Supplies	3,003.56
Total Yanda's Music And Pro Audio			<hr/> 3,003.56
Fund Number 01			<hr/> 114,331.41
Checking Account ID 1			<hr/> 114,331.41



# Houghton Mifflin Harcourt

**Proposal**

Prepared For

**Southern Valley Sch Dist 540**

**Attention:**

**Jessie Thalheim**

**[jessie.thalheim@sveagles.org](mailto:jessie.thalheim@sveagles.org)**

For the Purchase of:

**Science Dimensions K-12**

**Prepared By**

**Deborah Queen**

**[deborah.queen@hnhco.com](mailto:deborah.queen@hnhco.com)**

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.



**Houghton Mifflin Harcourt**

Attention:  
Jessie Thalheim  
[jessie.thalheim@sveagles.org](mailto:jessie.thalheim@sveagles.org)

**HMH Confidential and Proprietary**

Customer Experience  
9400 South Park Center Loop  
Orlando, FL 32819  
FAX: 800-269-5232  
[k12orders@hnhco.com](mailto:k12orders@hnhco.com)

Proposal for  
**Southern Valley Sch Dist 540**  
**Science Dimensions K-12**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grade K</b>					
<b>Student Print &amp; Digital Licenses</b>					
9780358412106	Science Dimensions Student License Print/Digital 6 Year Grade K Includes: Student Edition Interactive Worktext 6 Year Print Grade K Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	28	\$2,352.00	
<b>Total for Student Print &amp; Digital Licenses</b>		<b>\$2,352.00</b>			
<b>Teacher Digital Licenses</b>					
9780358411284	Science Dimensions Digital Teacher Resources 6 Year Grades K-5	\$450.00			2
<b>Total for Teacher Digital Licenses</b>		<b>\$0.00</b>			
<b>A la Carte Items Available for Purchase</b>					
<b>Teacher Materials</b>					
9780544713352	2018 Science Dimensions Teacher Edition Grade K	\$138.45	2	\$276.90	
9780544713345	Science Dimensions Assessment Guide Grade K	\$19.15	2	\$38.30	
9781328949349	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade K	\$780.95	2	\$1,561.90	
9781328526861	HMH Science Multilingual Glossary Grades K-6	\$25.25	1	\$25.25	
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$1,902.35</b>			
<b>Total for Grade K</b>		<b>\$4,254.35</b>			



Attention:  
 Jessie Thalheim  
 jessie.thalheim@sveagles.org

**HMH Confidential and Proprietary**

Customer Experience  
 9400 South Park Center Loop  
 Orlando, FL 32819  
 FAX: 800-269-5232  
 k12orders@hmhco.com

Proposal for  
**Southern Valley Sch Dist 540**  
**Science Dimensions K-12**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grade 1</b>					
<b>Student Print &amp; Digital Licenses</b>					
9780358412113	Science Dimensions Student License Print/Digital 6 Year Grade 1 Includes: Student Edition Interactive Worktext 6 Year Print Grade 1 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	20	\$1,680.00	
<b>Total for Student Print &amp; Digital Licenses</b>		<b>\$1,680.00</b>			
<b>Teacher Digital Licenses</b>					
9780358411284	Science Dimensions Digital Teacher Resources 6 Year Grades K-5	\$450.00			2
<b>Total for Teacher Digital Licenses</b>		<b>\$0.00</b>			
<b>A la Carte Items Available for Purchase</b>					
<b>Teacher Materials</b>					
9780544713369	2018 Science Dimensions Teacher Edition Grade 1	\$143.20	2	\$286.40	
9780544713291	Science Dimensions Assessment Guide Grade 1	\$19.80	2	\$39.60	
9781328949356	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 1	\$893.35	2	\$1,786.70	
9781328526861	HMH Science Multilingual Glossary Grades K-6	\$25.25	1	\$25.25	
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$2,137.95</b>			
<b>Total for Grade 1</b>		<b>\$3,817.95</b>			



Attention:  
 Jessie Thalheim  
 jessie.thalheim@sveagles.org

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 9400 South Park Center Loop  
 Orlando, FL 32819  
 FAX: 800-269-5232  
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Proposal for  
**Southern Valley Sch Dist 540**  
**Science Dimensions K-12**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grade 2</b>					
<b>Student Print &amp; Digital Licenses</b>					
9780358412120	Science Dimensions Student License Print/Digital 6 Year Grade 2 Includes: Student Edition Interactive Worktext 6 Year Print Grade 2 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	30	\$2,520.00	
<b>Total for Student Print &amp; Digital Licenses</b>		<b>\$2,520.00</b>			
<b>Teacher Digital Licenses</b>					
9780358411284	Science Dimensions Digital Teacher Resources 6 Year Grades K-5	\$450.00			2
<b>Total for Teacher Digital Licenses</b>		<b>\$0.00</b>			
<b>A la Carte Items Available for Purchase</b>					
<b>Teacher Materials</b>					
9780544713376	2018 Science Dimensions Teacher Edition Grade 2	\$143.20	2	\$286.40	
9780544713307	Science Dimensions Assessment Guide Grade 2	\$19.80	2	\$39.60	
9781328949363	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 2	\$1,058.85	2	\$2,117.70	
9781328526861	HMH Science Multilingual Glossary Grades K-6	\$25.25	1	\$25.25	
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$2,468.95</b>			
<b>Total for Grade 2</b>		<b>\$4,988.95</b>			



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 Jessie Thalheim  
 jessie.thalheim@sveagles.org

Customer Experience  
 9400 South Park Center Loop  
 Orlando, FL 32819  
 FAX: 800-269-5232  
 k12orders@hmhco.com

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grade 3</b>					
<b>Student Print &amp; Digital Licenses</b>					
9780358412137	Science Dimensions Student License Print/Digital 6 Year Grade 3 Includes: Student Edition Interactive Worktext 6 Year Print Grade 3 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	18	\$1,512.00	
<b>Total for Student Print &amp; Digital Licenses</b>		<b>\$1,512.00</b>			
<b>Teacher Digital Licenses</b>					
9780358411284	Science Dimensions Digital Teacher Resources 6 Year Grades K-5	\$450.00			1
<b>Total for Teacher Digital Licenses</b>		<b>\$0.00</b>			
<b>A la Carte Items Available for Purchase</b>					
<b>Teacher Materials</b>					
9780544713383	2018 Science Dimensions Teacher Edition Grade 3	\$146.00	1	\$146.00	
9780544713314	Science Dimensions Assessment Guide Grade 3	\$20.20	1	\$20.20	
9781328949370	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 3	\$1,330.40	1	\$1,330.40	
9781328526861	HMH Science Multilingual Glossary Grades K-6	\$25.25	1	\$25.25	
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$1,521.85</b>			
<b>Total for Grade 3</b>		<b>\$3,033.85</b>			



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 Jessie Thalheim  
 jessie.thalheim@sveagles.org

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 9400 South Park Center Loop  
 Orlando, FL 32819  
 FAX: 800-269-5232  
 k12orders@hnhco.com

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grade 4</b>					
<b>Student Print &amp; Digital Licenses</b>					
9780358412144	Science Dimensions Student License Print/Digital 6 Year Grade 4 Includes: Student Edition Interactive Worktext 6 Year Print Grade 4 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	18	\$1,512.00	
<b>Total for Student Print &amp; Digital Licenses</b>		<b>\$1,512.00</b>			
<b>Teacher Digital Licenses</b>					
9780358411284	Science Dimensions Digital Teacher Resources 6 Year Grades K-5	\$450.00			1
<b>Total for Teacher Digital Licenses</b>		<b>\$0.00</b>			
<b>A la Carte Items Available for Purchase</b>					
<b>Teacher Materials</b>					
9780544713390	2018 Science Dimensions Teacher Edition Grade 4	\$146.00	1	\$146.00	
9780544713321	Science Dimensions Assessment Guide Grade 4	\$20.20	1	\$20.20	
9781328949387	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 4	\$1,753.05	1	\$1,753.05	
9781328526861	HMH Science Multilingual Glossary Grades K-6	\$25.25	1	\$25.25	
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$1,944.50</b>			
<b>Total for Grade 4</b>		<b>\$3,456.50</b>			



Attention:  
 Jessie Thalheim  
 jessie.thalheim@sveagles.org

Customer Experience  
 9400 South Park Center Loop  
 Orlando, FL 32819  
 FAX: 800-269-5232  
 k12orders@hnhco.com

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grade 5</b>					
<b>Student Print &amp; Digital Licenses</b>					
9780358412151	Science Dimensions Student License Print/Digital 6 Year Grade 5 Includes: Student Edition Interactive Worktext 6 Year Print Grade 5 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	26	\$2,184.00	
<b>Total for Student Print &amp; Digital Licenses</b>		<b>\$2,184.00</b>			
<b>Teacher Digital Licenses</b>					
9780358411284	Science Dimensions Digital Teacher Resources 6 Year Grades K-5	\$450.00			1
<b>Total for Teacher Digital Licenses</b>		<b>\$0.00</b>			
<b>A la Carte Items Available for Purchase</b>					
<b>Teacher Materials</b>					
9780544713406	2018 Science Dimensions Teacher Edition Grade 5	\$140.60	1	\$140.60	
9780544713338	Science Dimensions Assessment Guide Grade 5	\$19.45	1	\$19.45	
9781328949394	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 5	\$1,635.60	1	\$1,635.60	
9781328526861	HMH Science Multilingual Glossary Grades K-6	\$25.25	1	\$25.25	
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$1,820.90</b>			
<b>Total for Grade 5</b>		<b>\$4,004.90</b>			



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 Jessie Thalheim  
 jessie.thalheim@sveagles.org

Customer Experience  
 9400 South Park Center Loop  
 Orlando, FL 32819  
 FAX: 800-269-5232  
 k12orders@hnhco.com

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grades 6-8</b>					
<b>Student Digital Licenses</b>					
9780358410409	Science Dimensions Student License Digital 6 Year Modules A- L Includes: Digital Student Resource Modules A-L 6 Year Grades 6-8 Implementation Success	\$90.00	74	\$6,660.00	
<b>Total for Student Digital Licenses</b>		<b>\$6,660.00</b>			
<b>Teacher Digital Licenses</b>					
9780358410362	Science Dimensions Digital Teacher Resources 6 Year Modules A- L	\$450.00			3
<b>Total for Teacher Digital Licenses</b>		<b>\$0.00</b>			
<b>A la Carte Items Available for Purchase</b>					
<b>Teacher Materials</b>					
9780544877993	2018 Science Dimensions Teacher Edition Module A Grades 6-8 Engineering and Science	\$31.00	1	\$31.00	
9780544878013	2018 Science Dimensions Teacher Edition Module B Grades 6-8 Cells and Heredity	\$31.00	1	\$31.00	
9780544878020	2018 Science Dimensions Teacher Edition Module C Grades 6-8 Ecology and the Environment	\$31.00	1	\$31.00	
9780544878037	2018 Science Dimensions Teacher Edition Module D Grades 6-8 The Diversity of Living Things	\$31.00	1	\$31.00	
9780544878044	2018 Science Dimensions Teacher Edition Module E Grades 6-8 Earth's Water and Atmosphere	\$31.00	1	\$31.00	
9780544878051	2018 Science Dimensions Teacher Edition Module F Grades 6-8 Geologic Processes and History	\$31.00	1	\$31.00	
9780544878068	2018 Science Dimensions Teacher Edition Module G Grades 6-8 Earth and Human Activity	\$31.00	1	\$31.00	
9780544881990	2018 Science Dimensions Teacher Edition Module H Grades 6-8 Space Science	\$31.00	1	\$31.00	
9780544882041	2018 Science Dimensions Teacher Edition Module I Grades 6-8 Energy and Energy Transfer	\$31.00	1	\$31.00	
9780544882058	2018 Science Dimensions Teacher Edition Module J Grades 6-8 Chemistry	\$31.00	1	\$31.00	
9780544882904	2018 Science Dimensions Teacher Edition Module K Grades 6-8 Forces, Motion, and Fields	\$31.00	1	\$31.00	
9780544882911	2018 Science Dimensions Teacher Edition Module L Grades 6-8 Waves and Their Applications	\$31.00	1	\$31.00	
9781328528063	HMH Science Multilingual Glossary Grades 6-8	\$26.25	1	\$26.25	
9781328949400	2018 Science Dimensions Manipulative Consumable Kit Module A 6 Year Grades 6-8	\$439.65	1	\$439.65	
9781328949417	2018 Science Dimensions Manipulative Consumable Kit Module B 6 Year Grades 6-8	\$624.75	1	\$624.75	



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Attention:  
 Jessie Thalheim  
 jessie.thalheim@sveagles.org

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 9400 South Park Center Loop  
 Orlando, FL 32819  
 FAX: 800-269-5232  
 k12orders@hnhco.com

**Proposal for**  
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328949424	2018 Science Dimensions Manipulative Consumable Kit Module C 6 Year Grades 6-8	\$737.40	1	\$737.40	
9781328949431	2018 Science Dimensions Manipulative Consumable Kit Module D 6 Year Grades 6-8	\$264.60	1	\$264.60	
9781328949448	2018 Science Dimensions Manipulative Consumable Kit Module E 6 Year Grades 6-8	\$204.25	1	\$204.25	
9781328949455	2018 Science Dimensions Manipulative Consumable Kit Module F 6 Year Grades 6-8	\$471.20	1	\$471.20	
9781328949462	2018 Science Dimensions Manipulative Consumable Kit Module G 6 Year Grades 6-8	\$680.20	1	\$680.20	
9781328949479	2018 Science Dimensions Manipulative Consumable Kit Module H 6 Year Grades 6-8	\$578.00	1	\$578.00	
9781328949486	2018 Science Dimensions Manipulative Consumable Kit Module I 6 Year Grades 6-8	\$611.60	1	\$611.60	
9781328949493	2018 Science Dimensions Manipulative Consumable Kit Module J 6 Year Grades 6-8	\$761.40	1	\$761.40	
9781328949509	2018 Science Dimensions Manipulative Consumable Kit Module K 6 Year Grades 6-8	\$724.95	1	\$724.95	
9781328949516	2018 Science Dimensions Manipulative Consumable Kit Module L 6 Year Grades 6-8	\$451.80	1	\$451.80	
9781328853790	Science Dimensions Manipulative Nonconsumable Module A Grades 6-8	\$135.25	1	\$135.25	
9781328853813	Science Dimensions Manipulative Nonconsumable Module B Grades 6-8	\$210.75	1	\$210.75	
9781328879875	Science Dimensions Manipulative Nonconsumable Module C Grades 6-8	\$278.60	1	\$278.60	
9781328879882	Science Dimensions Manipulative Nonconsumable Module D Grades 6-8	\$113.75	1	\$113.75	
9781328879899	Science Dimensions Manipulative Nonconsumable Module E Grades 6-8	\$332.25	1	\$332.25	
9781328853837	Science Dimensions Manipulative Nonconsumable Module F Grades 6-8	\$263.20	1	\$263.20	
9781328879905	Science Dimensions Manipulative Nonconsumable Module G Grades 6-8	\$317.75	1	\$317.75	
9781328879912	Science Dimensions Manipulative Nonconsumable Module H Grades 6-8	\$285.95	1	\$285.95	
9781328879929	Science Dimensions Manipulative Nonconsumable Module I Grades 6-8	\$685.05	1	\$685.05	
9781328881502	Science Dimensions Manipulative Nonconsumable Module J Grades 6-8	\$299.90	1	\$299.90	
9781328881519	Science Dimensions Manipulative Nonconsumable Module K Grades 6-8	\$551.00	1	\$551.00	
9781328853851	Science Dimensions Manipulative Nonconsumable Module L Grades 6-8	\$171.35	1	\$171.35	
<b>Student Materials</b>					
9781328701077	2018 Science Dimensions Student Edition Module A 6 Year Print Grades 6-8 Engineering and Science	\$20.70	26	\$538.20	
9781328701084	2018 Science Dimensions Student Edition Module B 6 Year Print Grades 6-8 Cells and Heredity	\$20.70	26	\$538.20	



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 Jessie Thalheim  
 jessie.thalheim@sveagles.org

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 k12orders@hnhco.com

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328701091	2018 Science Dimensions Student Edition Module C 6 Year Print Grades 6-8 Ecology and the Environment	\$20.70	26	\$538.20	
9781328701107	2018 Science Dimensions Student Edition Module D 6 Year Print Grades 6-8 The Diversity of Living Things	\$20.70	26	\$538.20	
9781328701114	2018 Science Dimensions Student Edition Module E 6 Year Print Grades 6-8 Earth's Water and Atmosphere	\$20.70	26	\$538.20	
9781328701121	2018 Science Dimensions Student Edition Module F 6 Year Print Grades 6-8 Geologic Processes and History	\$20.70	26	\$538.20	
9781328701138	2018 Science Dimensions Student Edition Module G 6 Year Print Grades 6-8 Earth and Human Activity	\$20.70	26	\$538.20	
9781328701145	2018 Science Dimensions Student Edition Module H 6 Year Print Grades 6-8 Space Science	\$20.70	26	\$538.20	
9781328701152	2018 Science Dimensions Student Edition Module I 6 Year Print Grades 6-8 Energy and Energy Transfer	\$20.70	26	\$538.20	
9781328701169	2018 Science Dimensions Student Edition Module J 6 Year Print Grades 6-8 Chemistry	\$20.70	26	\$538.20	
9781328701176	2018 Science Dimensions Student Edition Module K 6 Year Print Grades 6-8 Forces, Motion, and Fields	\$20.70	26	\$538.20	
9781328701183	2018 Science Dimensions Student Edition Module L 6 Year Print Grades 6-8 Waves and Their Applications	\$20.70	26	\$538.20	

**Total for A la Carte Items Available for Purchase**

**\$17,051.25**

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**Total for Grades 6-8**

**\$23,711.25**



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 Jessie Thalheim  
 jessie.thalheim@sveagles.org

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 9400 South Park Center Loop  
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Biology</u></b>					
<b>Student Digital Licenses</b>					
9780358399490	Science Dimensions Biology Student License Digital 6 Year	\$90.00	30	\$2,700.00	
<b>Total for Student Digital Licenses</b>		<b>\$2,700.00</b>			
<b>Teacher Digital Licenses</b>					
9780358410089	Science Dimensions Biology Digital Teacher Resource 6 Year	\$450.00	1	\$450.00	
<b>Total for Teacher Digital Licenses</b>		<b>\$450.00</b>			
<b>A la Carte Items Available for Purchase</b>					
<b>Teacher Materials</b>					
9780544980051	2018 Science Dimensions Biology Teacher Edition	\$125.00	1	\$125.00	
<b>Student Materials</b>					
9780544861787	2018 Science Dimensions Biology Student Edition	\$44.80	30	\$1,344.00	
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$1,469.00</b>			
<b><u>Total for Biology</u></b>		<b>\$4,619.00</b>			



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 Jessie Thalheim  
 jessie.thalheim@sveagles.org

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 9400 South Park Center Loop  
 Orlando, FL 32819  
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Earth Science</u></b>					
<b>Student Digital Licenses</b>					
9780358399551	Science Dimensions Earth Student License 6 Year Digital	\$90.00	30	\$2,700.00	
<b>Total for Student Digital Licenses</b>		<b>\$2,700.00</b>			
<b>Teacher Digital Licenses</b>					
9780358407874	Science Dimensions Earth Teacher Resources 6 Year Digital	\$450.00	1	\$450.00	
<b>Total for Teacher Digital Licenses</b>		<b>\$450.00</b>			
<b>A la Carte Items Available for Purchase</b>					
<b>Teacher Materials</b>					
9780544873353	Science Dimensions Earth Teacher Edition	\$162.33	1	\$162.33	
<b>Student Materials</b>					
9780544861817	Science Dimensions Earth Student Edition	\$56.33	30	\$1,689.90	
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$1,852.23</b>			
<b><u>Total for Earth Science</u></b>		<b>\$5,002.23</b>			



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 9400 South Park Center Loop  
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Professional Services</u></b>					
<b>Year 1 Implementation Success Plan</b>					
9780358265344	2018 Science Dimensions Follow-Up 1-Hour Webinar Session Grade 6-8 To strengthen program implementation an HMH Services team member will work with you to choose from key Science Dimensions instructional topics to create a personalized Follow-Up online session.		1		
<b>Getting Started with Science Dimensions</b>					
9780544927711	Science Dimensions 2018 Getting Started 2 Hour Grade 6-8 Webinar Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Science Dimensions. The goal is to build deeper understanding and confidence to begin implementing Science Dimensions in their respective learning environments.	\$800.00	1	\$800.00	
<b>Total for Getting Started with Science Dimensions</b>		<b>\$800.00</b>			
<b><u>Total for Professional Services</u></b>		<b>\$800.00</b>			



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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Professional Services</u></b>					
<b>Year 1 Implementation Success Plan</b>					
9780358265313	2018 Science Dimensions Follow-Up 1-Hour Webinar Session Grade K-5 To strengthen program implementation an HMH Services team member will work with you to choose from key Science Dimensions instructional topics to create a personalized Follow-Up online session.		2		
<b>Year 2 Implementation Success Plan</b>					
9780358265313	2018 Science Dimensions Follow-Up 1-Hour Webinar Session Grade K-5 To strengthen program implementation an HMH Services team member will work with you to choose from key Science Dimensions instructional topics to create a personalized Follow-Up online session.		1		
<b><u>Total for Professional Services</u></b>				<b>\$ 0.00</b>	



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 jessie.thalheim@sveagles.org

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<b>Subtotal Purchase Amount:</b>	<b>\$57,688.98</b>
<b>Shipping &amp; Handling:</b>	<b>\$2,799.45</b>

<b>Total Cost of Proposal (PO Amount):</b>	<b>\$60,488.43</b>
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**\*\*Please add proper sales tax to your order\*\***



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jessie.thalheim@sveagles.org

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Orlando, FL 32819  
FAX: 800-269-5232  
k12orders@hnhco.com

**Total Cost of Proposal (PO Amount): \$60,488.43**

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

**Ship to:**

Southern Valley School District 540

**Sold to:**

Southern Valley School District 540

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

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Date of Proposal: 5/20/2020

Proposal Expiration Date: 7/31/2020



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Jessie Thalheim  
jessie.thalheim@sveagles.org

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Orlando, FL 32819  
FAX: 800-269-5232  
k12orders@hnhco.com

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below. Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX."

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.

- c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
    - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;

- 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or Title IX/504 coordinator received the complaint.
4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint he or she may appeal the decision to the superintendent.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten (10) calendar days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
  - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal.
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.

- c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 calendar days after it received complainant's written appeal.
  - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president or designee will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent

without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3057**  
**Title IX Policy**

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

**1. Title IX Coordinator**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
  - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
  - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
  - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - 2.6.4.2.1. The length of the relationship.
    - 2.6.4.2.2. The type of relationship.
    - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the 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 2006 [**NOTE TO BE DELETED:** Update this policy number if your general complaint procedure is numbered differently from 2006].

#### **4. Response to Sexual Harassment**

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

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

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

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

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

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

5.1. **General Requirements.**

- 5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
  - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
  - 5.1.4.2.2. The scope of the district's education program or activity;
  - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
  - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 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. Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

### **5.7. Determination Regarding Responsibility**

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the

preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
- 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- 5.7.2.3. Findings of fact supporting the determination;
- 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
- 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

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

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

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the

district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days [NOTE TO BE DELETED: We recommend 10 calendar days to remain consistent with the other timeframes in the Title IX regulations. However, make sure this timeline is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure] of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

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

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

5.8.3. As to all appeals, the district will:

- 5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- 5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- 5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.8.3.6. Provide the written decision simultaneously to both parties.

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

- 5.9.1. Provides to the parties a written notice disclosing:
  - 5.9.1.1. The allegations;
  - 5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

- 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

#### **5.10. Recordkeeping.**

- 5.10.1. The district will maintain for a period of seven years records of:
  - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
  - 5.10.1.2. Any appeal and the result therefrom;
  - 5.10.1.3. Any informal resolution and the result therefrom; and
  - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a

report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

#### **10.1. Specific Circumstances.**

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

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

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

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

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

**Southern Valley**

**2020-2021**



**Return to School Plan**

	Low Risk	Moderate Risk	Elevated Risk	Substantial Risk
<b>Entering the building</b>	Enter the building as usual.	Bus students will be dropped off in the back of schools. Students driving their own vehicles or being transported by other means are to be dropped off in the front.	Bus students will be dropped off in the back of schools. Students driving their own vehicles or being transported by other means are to be dropped off in the front.	Students will not be allowed in the building
<b>Remote Learning Plans</b>	Teachers will be working on these plans so that they are ready in case there is a need to go to online education again	Teachers will be working on these plans so that they are ready in case there is a need to go to online education again. Some students may need remote education if they have to self quarantine.	Teachers will be working on these plans so that they are ready in case there is a need to go to online education again. Some students may need remote education if they have to self quarantine.	All education will be delivered remotely.
<b>Facility Usage</b>	Facility may be used by outside groups with the permission of the superintendent.	Facility will not be available for outside groups to be used.	Facility will not be available for outside groups to be used.	Facility will not be available for outside groups to be used.
<b>Attendance</b>	Attendance will be normal as possible.	The absences accrued by students due to having to quarantine, will be considered excused absences.	The absences accrued by students due to having to quarantine, will be considered excused absences.	All students will be considered in school while doing online education.
<b>Grading</b>	Grading will be normal	Grading will be normal	Grading will be normal	Grading will be normal
<b>Technology</b>	K-6 students will use the technology provided by the district while at school. 7-12 students will be using MacBook Airs at school and at home.	K-6 students will use the technology provided by the district while at school. In the case a student would need to be at home for quarantine, a device will be checked out to the student. 7-12 students will be using MacBook Airs at school and at home.	K-6 students will use the technology provided by the district while at school. In the case a student would need to be at home for quarantine, a device will be checked out to the student. 7-12 students will be using MacBook Airs at school and at home.	All K-12 students will be allow to take a device home to use for their education.
<b>Student Accessibility</b>	Students will have full access to the internet while at school	Students will have full access to the internet while at school. When at home, the district will work with families to ensure that their internet is adequate. The district will also work on a solution to ensure that all that have to be at home have access to educational content they are asked to complete.	Students will have full access to the internet while at school. When at home, the district will work with families to ensure that their internet is adequate. The district will also work on a solution to ensure that all that have to be at home have access to educational content they are asked to complete.	When at home, the district will work with families to ensure that their internet is adequate. The district will also work on a solution to ensure that all that have to be at home have access to educational content they are asked to complete.

<b>Student Masks</b>	Student will not need to wear a mask	Masks are recommended, but not required. Students and staff may use their own or the school will have some available	Masks are recommended, but not required. Students and staff may use their own or the school will have some available	Students will be at home. If a teacher or service provider needs to meet with a student, masks will be required.
<b>Teammates</b>	Mentoring as normal	Mentors will choose weather or not to meet in person or electronically	Mentoring will all be virtual.	Mentoring will all be virtual.

	Low Risk	Moderate Risk	Elevated Risk	Substantial Risk
<b>Screening</b>	No screening needed. Everyone will self monitor.	Temperature checks and other screening will be taken when they get on bus. Those not riding the bus will be taken as they enter the building. All staff members will be screened when entering the building	Temperature checks and other screening will be taken when they get on bus. Those not riding the bus will be taken as they enter the building. All staff members will be screened when entering the building	No screening for students as they will be at home. All staff members will be screened when entering the building
<b>Face Masks/Shields</b>	Each student will have masks available	Each student given a mask and encouraged to wear, if have cough required to wear mask	Each student given a mask and encouraged to wear, if have cough required to wear mask	Each student given a mask and encouraged to wear, if have cough required to wear mask
<b>Visitor Restrictions</b>	Visitors will checking in at the main offices as normal	Visitors will be allowed during the school day. By appointment only. Delivery persons must wear masks.	Visitors will be allowed during the school day. By appointment only. Delivery persons must wear masks.	No outside visitors allowed during the school day. Delivery persons must wear masks.
<b>Monitoring Symptoms</b>	Staff and students will self monitor themselves	Nurse and staff will be responsible for monitoring the symptoms of students	Nurse and staff will be responsible for monitoring the symptoms of students	Nurse will continue to monitor staff that enter the buildings to work.
<b>Health Guidance for Exposure</b>	Monitor and update plan as changes to guidance occur.	Monitor and update plan as changes to guidance occur. The district will make any necessary changes to adhere as much as possible to the appropriate health guidance.	Monitor and update plan as changes to guidance occur. The district will make any necessary changes to adhere as much as possible to the appropriate health guidance.	Monitor and update plan as changes to guidance occur. The district will make any necessary changes to adhere as much as possible to the appropriate health guidance.
<b>Social Distancing</b>	Not needed.	All staff and students will adhere to the social distance requirements when feasible.	All staff and students will adhere to the social distance requirements when feasible.	No students will be in the building. Remaining staff will be encourage to social distance when possible.
<b>Cleaning Desks</b>	Desks will be cleaned on a daily basis	Teachers assign students to clean all desks at the end of each period (clean-up bell). New rags each period. SV Custodial staff will wash rags.	Teachers assign students to clean all desks at the end of each period (clean-up bell). New rags each period. SV Custodial staff will wash rags.	Upon closing, all surfaces will be sanitized. They will be resanitized when school resumes.
<b>Cleaning Teacher Workspace</b>	Teacher workspace will be cleaned on a daily basis	Teacher is to clean desk daily.	Teacher is to clean desk daily.	Upon closing, all surfaces will be sanitized. They will be resanitized when school resumes.
<b>Cleaning Classrooms</b>	Classrooms will be cleaned once per day.	Classrooms will be fogged at the end of each day	Classrooms will be fogged at the end of each day	Upon closing, all surfaces will be sanitized. They will be resanitized when school resumes.
<b>Cleaning Cafeteria/Commons Area</b>	Cafeteria will be cleaned daily	Tables will be wiped down between each group.	Tables will be wiped down between each group.	Upon closing, all surfaces will be sanitized. They will be resanitized when school resumes.
<b>Cleaning Restrooms (During Day)</b>	Restrooms will be deep cleaned once daily and will be monitored throughout the day.	Restrooms will be cleaned frequently and times will be documented. Self-flushing toilets, automatic faucets and soap dispensers have been installed. Doors will be propped open.	Restrooms will be cleaned frequently and times will be documented. Self-flushing toilets, automatic faucets and soap dispensers have been installed. Doors will be propped open.	Upon closing, all surfaces will be sanitized. They will be resanitized when school resumes. Restroom use will be limited when the building is closed. Those still in use will be cleaned and sanitized daily.
<b>Cleaning Restrooms (Non-School Hours)</b>	Restrooms will be monitored and cleaned when necessary.	Main bathrooms closed after school hours to keep clean for next day.	Main bathrooms closed after school hours to keep clean for next day.	Bathrooms will be cleaned at the end of every day.

<b>Cleaning other Contact Surfaces (Water Fountains, Door Knobs, Handles, High Touch Surfaces)</b>	All will be cleaned two times per week.	Drinking fountains will be shut down. Self-filling bottle fountains will be installed as well as disposable cups. Teachers are to prop doors open during passing period and to wipe down door knobs frequently.	Drinking fountains will be shut down. Self-filling bottle fountains will be installed as well as disposable cups. Teachers are to prop doors open during passing period and to wipe down door knobs frequently.	All high touch surfaces will be cleaned on a daily basis.
<b>Cleaning Playgrounds</b>	Playground will be disinfected when necessary	Playground will be disinfected when necessary. Students will need to wash their hands or disinfect when come in from playground.	Playground will be disinfected when necessary. Students will need to wash their hands or disinfect when come in from playground.	Upon closing, all surfaces will be sanitized. They will be resanitized when school resumes. Restroom use will be limited when the building is closed. Those still in use will be cleaned and sanitized daily.
<b>Signage</b>	Necessary signage will be used in the appropriate places.	Necessary signage will be used in the appropriate places.	Necessary signage will be used in the appropriate places.	Necessary signage will be used in the appropriate places.
<b>Temperature Screening</b>	Temperature screen no needed. Students and staff will self monitor.	Temperatures will be taken as students board the bus. If students are transported in other ways, their temperature will be checked at the front doors.	Temperatures will be taken as students board the bus. If students are transported in other ways, their temperature will be checked at the front doors.	Every individual entering the school will have their temperature checked.
<b>Hand Sanitizer</b>	Hand Sanitizer will be available near all high touch services.	Hand Sanitizer will be available near all high touch services. Students need to use hand sanitizer after using high touch surfaces.	Hand Sanitizer will be available near all high touch services. Students need to use hand sanitizer after using high touch surfaces.	Hand Sanitizer will be available near all high touch surfaces.
<b>Training for Staff</b>	Staff will be trained on general safety and health standards	Staff will be trained on all health and safety protocols. Staff will also be trained in the the best ways to prevent COVID spread.	Staff will be trained on all health and safety protocols. Staff will also be trained in the the best ways to prevent COVID spread.	Staff will be trained on all health and safety protocols. Staff will also be trained in the the best ways to prevent COVID spread.
<b>Training for Students</b>	Students will be trained on handwashing and how to minimize spreading germs	Students will be instructed on handwashing and how to minimize spreading germs.	Students will be instructed on handwashing and how to minimize spreading germs.	Students will be at home. Support for online learning will be provided by staff.
<b>Training for Substitutes</b>	Substitutes will be trained on general safety and health standards.	Substitutes will be trained on all health and safety protocols. Staff will also be trained in the the best ways to prevent COVID spread.	Substitutes will be trained on all health and safety protocols. Staff will also be trained in the the best ways to prevent COVID spread.	No subs needed
<b>Social Emotional Learning Support</b>	Surveys will be administered to staff and students to monitor the emotional well being.	Surveys will be administered to staff and students to monitor the emotional well being.	Surveys will be administered to staff and students to monitor the emotional well being.	Surveys will be administered to staff and students to monitor the emotional well being.
<b>Crisis/Safety Pandemic Response Team</b>	Team will meet monthly or as needed.	Team will meet weekly to monitor plan and is successes/failures. Plan will modified when necessary.	Team will meet weekly to monitor plan and is successes/failures. Plan will modified when necessary.	Team will meet weekly to monitor plan and is successes/failures. Plan will modified when necessary.

	Low Risk	Moderate Risk	Elevated Risk	Substantial Risk
<b>Cafeteria Tables</b>	Cafeteria tables will be used as normal.	Round tables will be used, sitting 3 to table	Round tables will be used, sitting 3 to table	Lunches will be delivered to towns due to online education.
<b>Lunch Periods</b>	Lunch Periods will be normal	Lunch periods will be normal to begin the year. These may need to be adjusted if students are not having enough time to eat.	Lunch periods will be normal to begin the year. These may need to be adjusted if students are not having enough time to eat.	Lunches will be delivered to towns due to online education.
<b>Salad Bar</b>	Staff and students will have access to salad bar	Everything from the salad bar will be distributed by a lunchroom worker.	Everything from the salad bar will be distributed by a lunchroom worker.	Lunches will be delivered to towns due to online education.
<b>Offer vs serve</b>	District will continue to allow children to choose what food is put on their tray.	District will continue to allow children to choose what food is put on their tray.	District will continue to allow children to choose what food is put on their tray.	Lunches will be delivered to towns due to online education.
<b>Dismissal For Lunch</b>	Dismissal for lunch will be normal	Dismissal for lunch will be close to the same. Students will need to social distance when coming to the lunchroom. 7-12 students will be asked to sit down at a table first, then they will be dismissed to go get in line.	Dismissal for lunch will be close to the same. Students will need to social distance when coming to the lunchroom. 7-12 students will be asked to sit down at a table first, then they will be dismissed to go get in line.	Lunches will be delivered to towns due to online education.
<b>Waiting in Lunch Line</b>	Students will continue to wait in line for lunch.	k-6 students will be waiting in line, having 6 feet in between each students. 7-12 will sit down at the tables first and then they will be dismissed from their tables to go get in line.	k-6 students will be waiting in line, having 6 feet in between each students. 7-12 will sit down at the tables first and then they will be dismissed from their tables to go get in line.	Lunches will be delivered to towns due to online education.

	Low Risk	Moderate Risk	Elevated Risk	Substantial Risk
<b>Assessment Procedures</b>	NWEA Assessments, STARS, Edgenuity Assessment, Possible Pre-Assessments per Core Course, RTI, MTSS, Remote Learning as needed	Same as Low plus remote learning when needed.	Same as Low plus remote learning when needed.	Same as Low/Minimal/Moderate. All Remote Learning
<b>Grading</b>	Normal Grading Practices	Normal Grading Practices	Normal Grading Practices	E-Learning Grading Practices
<b>Technology</b>	Ipads and MacBooks	Ipads and MacBooks	Ipads and MacBooks	Ipads and MacBooks
<b>Online Learning Platforms</b>	Google and Schoology	Google and Schoology	Google and Schoology	Google and Schoology
<b>Class Size</b>	Normal	Normal	Normal	Remote Learning Only
<b>Classroom Arrangements</b>	Any arrangement	Arrange with 3-6 ft social distancing when possible.	Arrange with 3-6 ft social distancing when possible.	No Arrangement necessary

	Low Risk	Moderate Risk	Elevated Risk	Substantial Risk
<b>Quantity on the bus</b>	Normal quantities	Family groups may sit together in the same row, then every other seat	Family groups may sit together in the same row, then every other seat	Transportation only for delivery of meals
<b>Masks on Bus</b>	None needed	Recommended but not required	Recommended but not required	Transportation only for delivery of meals
<b>Activity Bus</b>	Normal Quantities	Two athletes per row, family members may sit together	Two athletes per row, family members may sit together	Transportation only for delivery of meals
<b>Seating</b>	Normal Seating	CDC recommendations will be used when feasible	CDC recommendations will be used when feasible	Transportation only for delivery of meals
<b>Procedure for Loading</b>	Normal Loading	Always load from back to front	Always load from back to front	Transportation only for delivery of meals
<b>Cleaning the bus</b>	Clean bus as needed.	Bus will be sanitized after every use	Bus will be sanitized after every use	Transportation only for delivery of meals

	Low Risk	Moderate Risk	Elevated Risk	Substantial Risk
<b>Changes to Service</b>	Business as normal	Least restrictive environments used	Least restrictive environments used	Virtual set up by SPED Team with parents
<b>PPE for Students and Staff</b>	Business as normal	Protective equipment barriers used by staff to protect students and staff member	Protective equipment barriers used by staff to protect students and staff member	Virtual set up by SPED Team with parents
<b>IEP and MDT Meetings</b>	Business as normal	Allowed but all participants must wear protective equipment & limit to only necessary personnel	Allowed but all participants must wear protective equipment & limit to only necessary personnel	Virtual set up by SPED Team with parents
<b>Outside Service Providers</b>	Business as normal	Proper check-in & protective equipment barriers used by service provider to protect students and staff member	Proper check-in & protective equipment barriers used by service provider to protect students and staff member	Virtual set up by SPED Team with parents

	Low Risk	Moderate Risk	Elevated Risk	Substantial Risk
<b>Junior High</b>	Follow NSAA Guidelines per sport			
<b>High School</b>	Follow NSAA Guidelines per sport			
<b>NDE Activities</b>	Follow NSAA Guidelines per sport in least restrictive safest environment	Follow NSAA Guidelines per sport in least restrictive safest environment	Follow NSAA Guidelines per sport in least restrictive safest environment	Follow NSAA Guidelines per sport in least restrictive safest environment
<b>Fan Capacity</b>	Follow NSAA Guidelines 100% of Rated Occupancy	Follow NSAA Guidelines *** 25% -75% of Rated Occupancy	Follow NSAA Guidelines *** 25% -75% of Rated Occupancy	Follow NSAA Guidelines *** No more than 10 people at a time
<b>Transportation</b>	Business as usual	Business as usual students that don't need to travel will not go	Business as usual students that don't need to travel will not go	One per seat for the activity allow parents to transport

\*\*\*\* Use Google Earth to measure outdoor facilities and Capacity of Facilities website provided by NSAA/Use indoor seating capacities and %'s to get numbers

	Low Risk	Moderate Risk	Elevated Risk	Substantial Risk
<b>Social Emotional</b>	Monitor staff and students social/emotional needs	Use surveys to monitor the social/emotional needs of staff and students	Use surveys to monitor the social/emotional needs of staff and students	Use surveys to monitor the social/emotional needs of staff and students
<b>Training Teachers</b>	Basic training for health, safety, and general educational practices	Extensive training on health and safety to protect both teacher and students	Extensive training on health and safety to protect both teacher and students	Extensive training on E-Learning best practices
<b>Training Subs</b>	Basic training for health, safety, and general educational practices	Extensive training on health and safety to protect both teacher and students	Extensive training on health and safety to protect both teacher and students	N/A
<b>Training Custodians</b>	Basic training for health, safety, and general cleaning practices	Extensive training on health and safety to protect both teacher and students as well as the best techniques/ways to eliminate the virus on surfaces in the building	Extensive training on health and safety to protect both teacher and students as well as the best techniques/ways to eliminate the virus on surfaces in the building	Extensive training on the best techniques/ways to eliminate the virus on surfaces in the building
<b>Training Bus Drivers</b>	Basic training for health, safety, and general cleaning practices	Extensive training on health and safety to protect both teacher and students as well as the best techniques/ways to eliminate the virus on surfaces in the bus	Extensive training on health and safety to protect both teacher and students as well as the best techniques/ways to eliminate the virus on surfaces in the bus	Extensive training on the best techniques/ways to eliminate the virus on surfaces in the bus
<b>Training Kitchen Staff</b>	Basic training for health, safety, and general cleaning practices	Extensive training on health and safety to protect the cooks, staff and students as well as the best techniques/ways to eliminate the virus on surfaces in the kitchen area	Extensive training on health and safety to protect the cooks, staff and students as well as the best techniques/ways to eliminate the virus on surfaces in the kitchen area	Extensive training on health and safety to protect the cooks, staff and students as well as the best techniques/ways to eliminate the virus on surfaces in the kitchen area
<b>Training Paras</b>	Basic training for health, safety, and general cleaning practices	Extensive training on health and safety to protect the cooks, staff and students as well as the best techniques/ways to eliminate the virus on surfaces in the kitchen area	Extensive training on health and safety to protect the cooks, staff and students as well as the best techniques/ways to eliminate the virus on surfaces in the kitchen area	Extensive training on health and safety to protect the cooks, staff and students as well as the best techniques/ways to eliminate the virus on surfaces in the kitchen area
<b>Training Office Staff</b>	Basic training for health, safety, and general cleaning practices	Extensive training on health and safety to protect the cooks, staff and students as well as the best techniques/ways to eliminate the virus on surfaces in the kitchen area	Extensive training on health and safety to protect the cooks, staff and students as well as the best techniques/ways to eliminate the virus on surfaces in the kitchen area	Extensive training on health and safety to protect the cooks, staff and students as well as the best techniques/ways to eliminate the virus on surfaces in the kitchen area
<b>Masks</b>	None necessary	Masks are recommended, but not required. Students and staff may use their own or the school will have some available	Masks are recommended, but not required. Students and staff may use their own or the school will have some available	Teachers will be at home. If a teacher or service provider needs to meet with a student, masks will be required..



Leighton Schmidt &lt;leighton.schmidt@sveagles.org&gt;

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**Southern Valley 46 pass MFSAB**

1 message

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**Russ Folts** <Russ.Folts@cornhuskerinternational.com>  
To: "(leighton.schmidt@sveagles.org)" <leighton.schmidt@sveagles.org>  
Cc: Kevin Jochum <kevin.jochum@cornhuskerinternational.com>

Mon, Aug 10, 2020 at 11:08 AM

Hi Leighton:

Thanks for the opportunity to offer a quote for your consideration. This will be for a 2022 IC Bus, RE Series bus. This bus meets the federal Multi-Function School Activity Bus (MFSAB) definition, and is NOT a non-compliant Commercial Bus.

You may reference our proposal # 1949 for the complete specifications, but here are the highlights:

- Rear Engine Activity Bus, White exterior, "Spring White" interior.
- Meets all FMVSS for an MFSAB compliant unit.
- Cummins L-9 diesel engine, 300 HP with exhaust brake
- Aux. Fuel-Fired Engine heater (Webasto or Espar)
- Allison MD 3060 World Transmission, 6 speed automatic.
- Polished aluminum wheels.
- Dark tinted glass.
- Freedman Activity Seats with lap belts
- Maximum pass-through underfloor luggage compartments.
- Air Ride suspension.
- Air Conditioning System, ducting integrated into the overhead parcel racks, Roof Mounted Condensers.
- Parcel racks include USB charging ports, and reading lights
- 2-camera video system, HDS-600-DVR
- Wi-Fi System, Router, Antenna (service not included)
- 6- LCD Video Monitors
- Does not include graphics

*New  
bid*

Sale price to Southern Valley Schools, including delivery: \$158,700 with cloth seats

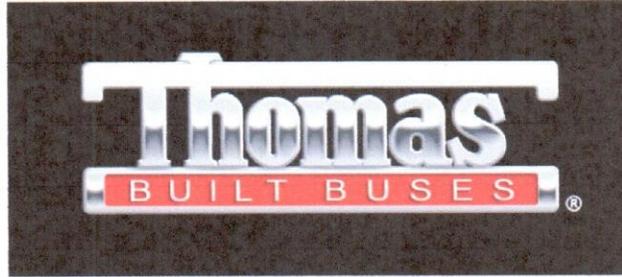
Sale price to Southern Valley Schools, including delivery: \$154,200 with fire-block Prevail seat coverings



PROPOSAL FOR:  
SOUTHERN VALLEY SCHOOLS

2021 THOMAS SAF-T-LINER HDX  
REAR ENGINE ACTIVITY BUS  
46 PASSENGER CAPACITY  
CLOTH ACTIVITY SEATS

**SALES PRICE.....\$154,855.00**



# SOUTHERN VALLEY PUBLIC SCHOOLS

## HOME OF THE EAGLES

**REAR ENGINE TRANSIT ACTIVITY BUS  
46 PASSENGER - HIGH BACK ACTIVITY SEATS  
MODEL YEAR 2021**

### **BODY SPECIFICATIONS**

**SIZE:** 39' 11" length seated to 46 high back activity seats. Complies with all FMVSS and State of Nebraska Dept of Education Rule 92 applicable standards for an activity bus.

### **AIR CONDITIONING / PARCEL RACKS**

353N Roof-top Air Condition System with Pretoria 'Coach Bus Style' parcel ducted luggage racks. Air is ducted to all passenger positions and includes vented diffusers for each passenger (no slots).

### **ACCESSORY POWER SOCKET:**

12 volt USB charger designed for driver's cellular phone

### **BACK UP ALARM:**

112 decibel, mounted behind the rear axle, activated when bus is shifted to reverse.

### **BATTERY COMPARTMENT:**

(3) Batteries mounted in an enclosed compartment on a sliding tray outside of engine compartment.

### **COLOR, EXTERIOR:**

White with black trim around windows, white bumpers

### **COLOR, INTERIOR:**

Light gray

### **DEFROSTERS/HEATERS:**

Full length defrost system with ducting routed below driver's window and full width below windshield with closely spaced louvered outlets and dash mounted diffusers.

90,000 BTU Defroster with three speed setting switch located on drivers panel.

15,000 BTU driver's heater with two speed blower motor

(3) 84,000 BTU rear under seat passenger heaters with separate two speed blower motors for each heater, booster pump included.

**DOOR ENTRANCE:**

Air toggle switch controlled outward opening door with vandal lock system installed. Exterior boarding light included that comes on when entrance door is open

**DOOR, SIDE EMERGENCY:**

Retainer to hold door open with a four inch header pad. Sliding bolt vandal lock included.

**DVD VIDEO PLAYER**

Includes six (6) solid mount LCD monitors

**ELECTRICAL SYSTEM:**

12-volt system with Color-coded and numbered wiring. Body wiring protected by automatic resetting circuit breakers, located in easy access door below driver's window. Key activated solenoid to deactivate all circuits when key is in off position.

**FUEL TANK DOOR:**

Spring loaded door installed in body skirting on right side at fuel tank access. Fuel sender inspection plate located in body floor for easy access.

**FLOOR COVERING:**

5/8" exterior grade plywood floor covered with heavy duty **gray marble vinyl**. All floor seam separations sealed and covered with durable metal stripping. Cove molding along the wall. Black molded rubber wheel housing covers. Rubber covered entrance step.

**HEADROOM:**

78" headroom measured over 5/8" plywood and rubber floor covering.

**HORNS:**

Dual electric horns with center steering wheel activation.

**INSULATION:**

1 1/2" fiberglass in roof, sides, and rear. Mineral wool type insulation that will not take on moisture or settle in the walls of the bus over time.

**INTERIOR PANELS:**

Marproof aluminized inner side panel below windows.

**LIGHTS:**

LED clearance and marker lights

LED Stop lights, tail lights, directional lights back up lights.

Driver's dome light and dual row of passenger dome lights with separate switches.

**MIRROR, INTERIOR:**

6"x30" student mirror with 6"x30" adjustable plastic visor.

**MIRRORS, EXTERIOR:**

Rosco integral 'Coach Bus Style' heated and remote-control review mirrors w/ integral cross-over mirrors.

**PARCEL RACKS:**

Pretoria 'Coach Bus Style' interior parcel racks. Carry ducted air conditioning to all passenger seat locations.

**PUSH OUT WINDOWS:**

Two (2) per side of bus for a total of four (4) that meet minimum standards according to FMVSS 217 with white reflective tape

**RADIO**

Delphi AM/FM/CD/WB with PA system and 8 premium speakers

**READING LIGHTS**

Individual LED reading lights over seats at each passenger position

**ROOF HATCH:**

Two (2) Roof mounted escape/vent hatches.

**RUB RAILS:**

Four (4) exterior side rub rails located at window level, seat level, floor level, and bottom of skirt. Seat rail to extend around rear corner radius both sides.

**SAFETY EQUIPMENT:**

2 Nebraska first aid kits, one mounted near driver, other mounted at rear of bus.

1 dry chemical type fire extinguisher with at least 5 lb. Capacity.

3 reflective triangles in container.

1 moisture proof body fluid clean up kit securely mounted and labeled.

**SAFETY SOLENOID SWITCH:**

Single switch for complete shutdown of all heaters and radio at railroad crossings.

**SEAT, DRIVER'S:**

National air ride high back, heated, fabric seat with tilt back, adjustable lumbar support, armrests, and three-point retractable driver's shoulder harness.

**SEATS, PASSENGER:**

(46) High back activity 36" static seats with gray fabric covering and (1) rear davenport.

**SERVICE ACCESS PANELS:**

Two (2) hinged, pop-open doors, right and left side front of body below windshield. Provides easy outside access for servicing front heater, wipers, and brake treadle valve. Body wiring and circuit breakers located below driver's window.

**STEPWELL:**

Three steps, with lighting activated by door control when clearance/cluster lamps are lit. Header pad and grab rail. White rubber wear plate nosing on steps.

**STROBE LIGHT:**

Roof mounted 1/3 distance from rear of bus with self-contained power supply. Switch and pilot light at driver's position.

**UNDERCOATING:**

Complete undercoating on all exposed undercarriage surfaces.

**UNDERSTORAGE LUGGAGE COMPARTMENTS:**

125" Double door pass through luggage compartment **with locks and lights**

**USB CHARGERS**

12-volt charging ports at each passenger seat location

**VENTILATOR:**

Static-type, non-closable located in first roof panel.

**WINDOWS:**

12" aluminum split sash safety plate side windows. Double sliding driver's window. All side and rear passenger windows dark tinted.

**WINDSHIELD:**

Fully tinted with top deep shaded band. 6" x 30" adjustable Plexiglas sun visor on driver's side. Grab handles over windshield exterior for cleaning access.

**WINDSHIELD WIPERS:**

Electric, intermittent 2 speed heavy duty wet arm wipers.

### CHASSIS SPECIFICATIONS

**AIR CLEANER:**

Multi-stage air cleaner for maximum filtration.

**ALTERNATOR:**

Leece Neville 320 amp, 12 volt, negative ground.

**ANTI-LOCK BRAKE SYSTEM:**

Four channel system. Four Meritor individual wheel speed sensors, four modulators, and electronic controller monitor and control air pressure for braking at each individual wheel.

**AXLES:**

Front – 13,200 lbs. (with oil lubed hubs)

Rear – 23,000 lbs.

**BATTERIES:**

Triple (3) 12 volt - located in enclosed battery compartment with sliding tray and access door.

**BRAKES:**

Dual air brakes front and rear. 16.5" x 6" drum front and 16.5" x 8" drum rear brakes. Bendix AD-9 heated air dryer. Heated automatic moisture ejector on wet tank. Remote air drain for other air tanks. Automatic slack adjusters

**CONTROLS, ENGINE COMPARTMENT:**

Engine control switch and starter button, multi-function engine gauge and (4) compartment lights.

**CRUISE CONTROL:**

Dash mounted switches included.

**ENGINE:**

Cummins ISL 9 liter diesel in-line electronic, 300 HP – 860 lb. ft. torque 6 cylinder turbo-charged. Geared to run 75 MPH. 1000 watt Block heater, Heated fuel/water separator w/ prime pump.

**EXHAUST:**

Tailpipe to exit under rear bumper with high temperature exhaust cooling provisions.

**EXHAUST BRAKE:**

Cummins turbo exhaust brake.

**FAN DRIVE:**

Viscous drive for engine cooling fan.

**FRAME:**

Dual 'C' channel main frames. All permanent fixtures on frame are attached with 120,000 PSI frame strength.

**FUEL TANK:**

100 gallon capacity safety mounted between frame rails behind front axle.

**GVWR:**

36,200 lbs.

**INSTRUMENTS AND GAUGES:**

Speedometer; odometer; resettable trip odometer; tachometer; voltmeter; fuel gauge; oil pressure gauge; coolant temperature gauge; high-low beam indicator; turn signal indicators; automatic transmission temperature gauge; hour meter; ammeter; dash mounted clock; two air brake pressure gauges (for front and rear systems)

**SHOCK ABSORBERS:**

Heavy-duty front and rear. Double-action piston type.

**STEERING:**

Tilt and telescoping steering wheel

**SUSPENSION:**

Front –Neway 13,200 lb **Air Ride Suspension**  
Rear –Hendrickson 23,000 lb **Air Ride Suspension**

**TIRES:**

11R x 22.5 Hankook 14 ply tubeless radials with highway tread front and mud/snow tread rear.

**TRANSMISSION:**

Allison PTS3000 6-speed overdrive, automatic, electronic controlled with in-line filter and modulated lock up torque converter. ‘Transynd’ synthetic fluid included. *Allison Fuel Sense*

**WEBASTO PRE-HEATER**

45,000 BTU fuel burning installed in an individual compartment. Plumbed into body water lines to provide auxiliary passenger compartment heating and engine pre-heating. Equipped with dash-mounted digital timer and integral on/off switch.

**WHEELS:**

**Acculite aluminum**, 10 stud, hub piloted, disc wheels, single front, dual rear 22.5 x 8.25 rims

**WHEELBASE:**

277”

**WARRANTY**

Engine: Limited 5 Year/ 100,000 Mile  
Transmission: Limited 5 Year/Unlimited Mile  
Axles: 5 Year/ Unlimited Miles  
Body: Limited 5 Year  
Chassis & Vendor Supplied Items: 1, 2, and 5 Year

**ZONAR:**

GPS equipped standard. Cummins real-time connected diagnostics. Engine fault codes are sent directly to Cummins and to you immediately. FREE of charge for the lifetime of the engine warranty.

**OPTIONAL**

**Mobile Wi-Fi system for 46 users.....\$2995**  
**(Cell router-transit type with antenna) Activation fees and monthly cell service negotiated with either Sprint, ATT, or Verizon by Southern Valley School District**

**Adjustable brake and accelerator pedals.....\$780**

**Rear back-up camera.....\$885**

**Lettering/Graphics.....Price To Be Determined**  
**We can provide a price quote or if you have graphics company you have worked with in the past, we can work with them to add the cost into the price of the bus.**

