

Board of Education Regular Meeting
Monday, June 13, 2022 7:00 PM
Music Room, Humboldt
810 Central Avenue
Humboldt, NE 68376-9706

1. **OPEN MEETING NOTICE - CALL MEETING TO ORDER- ROLL CALL - PLEDGE OF ALLEGIANCE***
2. **APPROVE THE AGENDA**
3. **WELCOME PATRONS AND GUESTS**
4. **PATRON COMMENT**
5. **APPROVE CONSENT AGENDA**
 - 5.1. Meeting Minutes
 - 5.2. Bills for Payment
 - 5.3. Review Treasurer's report
6. **REPORTS**
 - 6.1. Principal Othmer
 - 6.2. Assistant Principal Lottman
 - 6.3. NASB Report - Neal Kanel
7. **DISCUSSION ITEMS**
 - 7.1. Committee Meetings
 - 7.1.1. Building Committee
 - 7.1.2. Policy
8. **ACTION ITEMS**
 - 8.1. Approve board member's leave of absence
 - 8.2. Approve AHRS Bid for Learning Center Renovation
 - 8.3. Approve Prime Communication's Bid for Fiber to Learning Center. The cost increased \$3,950 due to the increase in the price of fiber.
 - 8.4. Approve the bid from Phillips Plumbing & HVAC for the Roof Top unit and units in the elementary wing.
 - 8.5. Accept Resignation of Para Journey Woosley
 - 8.6. Approve Resignation of Jaime Frey from the position of High School Speech Coach and Drill Team Sponsor
 - 8.7. Accept Resignation of Assistant Assistant Megan Herr
 - 8.8. Approve Policy Updates
 - 8.9. Approve Samantha Wamsley for the position of Administrative Assistant
 - 8.10. Approve Student Handbook/Laptop Handbook
9. **SUPERINTENDENT GRIFFITH REPORT**
10. **BOARD MEMBER CONCERNS**
11. **ADJOURN**

Board of Education Regular Meeting

Monday, May 9, 2022 7:00 PM

Music Room, Humboldt

Attendance Taken at 7:00 PM. Kyle Hilgenfeld: Present, Mike Kanel: Present, Neal Kanel: Present, Scott Ogle: Present, Leah Reyes: Present, Tim Schaardt: Present.

1. OPEN MEETING NOTICE - CALL MEETING TO ORDER- ROLL CALL -PLEDGE OF ALLEGIANCE*

2. APPROVE THE AGENDA

Motion to approve agenda passed with a motion by Scott Ogle and a second by Mike Kanel. Yea: 6, Nay: 0

3. WELCOME PATRONS AND GUESTS

4. PATRON COMMENT

5. APPROVE CONSENT AGENDA

Passed with a motion by Kyle Hilgenfeld and a second by Mike Kanel. Yea: 6, Nay: 0

5.1. Meeting Minutes

5.2. Bills for Payment

5.3. Review Treasurer's report

6. REPORTS

6.1. Principal Othmer

The report mentioned staff professional development and student activities.

6.2. Assistant Principal Lottman

The report provided an assessment update and end of the year celebrations.

6.3. NASB Report - Neal Kanel

7. DISCUSSION ITEMS

7.1. Committee Meetings

Safety Committee Meeting was held via zoom and discussed the SRO (School Resource Officer) with the Sheriff.

8. ACTION ITEMS

8.1. Approve board member's leave of absence

8.2. Accept the resignation of Cindy Stalder.

Passed with a motion by Tim Schaardt and a second by Leah Reyes. Yea: 6, Nay: 0

8.3. Accept the resignation of Para Rachael Hernandez effect the end of the 21-22 school year.

Passed with a motion by Mike Kanel and a second by Scott Ogle. Yea: 6, Nay: 0

8.4. Accept the resignation of Jason Cover.

Passed with a motion by Scott Ogle and a second by Tim Schaardt. Yea: 6, Nay: 0

8.5. Accept the resignation of Angie Hunzeker.

Passed with a motion by Scott Ogle and a second by Leah Reyes. Yea: 6, Nay: 0

8.6. Accept the resignation of Macie Coffey from the positions of assistant JH VB and Assistant HS GBB coach.

Passed with a motion by Scott Ogle and a second by Mike Kanel. Yea: 6, Nay: 0

8.7. Approve the hiring of Tim Blecha for special education.

Passed with a motion by Scott Ogle and a second by Kyle Hilgenfeld. Yea: 6, Nay: 0

8.8. Approve hiring of Sheila Snodgrass for Special Education.

Passed with a motion by Tim Schaardt and a second by Leah Reyes. Yea: 6, Nay: 0

8.9. Approve Purchase of three interactive Video Screens

Approve purchase passed with a motion by Scott Ogle and a second by Kyle Hilgenfeld. Yea: 6, Nay: 0

9. SUPERINTENDENT GRIFFITH REPORT

The report mentioned current teacher vacancies including speech therapy. He thanked the Chamber of Commerce and the Foundation for staff appreciation gifts.

10. Superintendent's Evaluation

The Board read through the entire evaluation which was a culmination of all members' ratings. The original will be signed and filed in his personnel file.

11. BOARD MEMBER CONCERNS

12. ADJOURN

Neal Kanel declared the meeting adjourned at 7:34 pm.

Respectfully submitted,

Kellie Workman

| Account Number | Detail Description | Amount |
|--|--|-----------|
| 01 2230 650 000 | 7231 10 MACBOOKS | 8,790.00 |
| Total APPLE COMPUTER INC | | 8,790.00 |
| 01 2310 540 000 | advertising | 120.00 |
| Total AUBURN NEWSPAPERS | | 120.00 |
| 01 2310 890 000 | 2 retire plaques | 98.12 |
| Total AWARDS UNLIMITED INC | | 98.12 |
| 01 2620 350 000 | console heat pumps -install 4, 1 extra | 17,107.27 |
| Total BEATRICE MECHANICAL SERVICE | | 17,107.27 |
| 01 2620 610 000 | dc-parts | 20.82 |
| Total BINDER BROTHERS | | 20.82 |
| 01 2620 610 000 | paint/weedfeed/maint | 1,067.12 |
| Total Blecha's General Store | | 1,067.12 |
| 01 2710 610 000 | dc-vehicle maint supplies | 373.62 |
| Total BOOMGARN, RENEE | | 373.62 |
| 01 2310 890 000 | cupcakes for reception | 120.00 |
| Total Boring, Sandy | | 120.00 |
| 01 1100 610 001 | 7244 weight room | 216.63 |
| Total BSN Sports,LLC | | 216.63 |
| 01 1100 610 002 | reception items | 21.77 |
| Total Buss, Julie | | 21.77 |
| 01 1100 440 000 | copier lease | 1,574.33 |
| 01 1100 440 000 | copier lease | 1,755.76 |
| Total CANON FINANCIAL SERVICES | | 3,330.09 |
| 01 1100 440 000 | copies | 1.69 |
| 01 1100 440 000 | copies | 1,281.19 |
| Total CAPITAL BUSINESS SYSTEMS, INC | | 1,282.88 |
| 01 2620 610 000 | MAINT Supplies | 974.06 |
| 01 2213 330 000 | INSTRUCTIONAL STAFF DEV/TRAINING | 52.98 |
| 01 2710 626 000 | GAS & DIESEL | 85.01 |
| 01 1100 610 003 | EL Teaching Supplies | 35.42 |
| 01 2410 610 001 | LS WALL POCKETS | 191.85 |
| 01 1100 610 003 | MUSIC | 14.95 |
| 01 2120 610 001 | CAREER ED TECH | 1,650.00 |
| 01 2320 330 000 | SUPT Staff Dev/Training | 58.84 |
| 01 2320 330 000 | SUPT Staff Dev/Training | 18.07 |
| 01 1100 610 002 | M COFFEY MUSIC/SUPPLIES | 505.32 |
| 01 1100 733 001 | IND ARTS FLAMM STORAGE | 1,432.39 |
| 01 2230 643 000 | PDQ.COM ANNUAL | 450.00 |
| 01 3541 330 003 | SIXPENCE MTG MEALS | 23.29 |
| 01 2510 531 000 | POSTAGE | 87.06 |
| 01 2510 531 000 | POSTAGE | 2.76 |
| 01 2510 531 000 | POSTAGE | 10.36 |
| 01 2120 610 001 | ROGERS CHAIR | 209.99 |
| 01 2310 810 000 | DIPLOMAS | 364.88 |
| 01 2510 610 000 | EE BEN FUND CHECKS | 14.19 |
| 01 2510 610 000 | RECEIPT BOOK | 8.49 |
| 01 2510 610 000 | PO FORMS | 135.57 |
| 01 2213 330 000 | INSTRUCTIONAL STAFF DEV/TRAINING | 58.84 |
| Total CARDMEMBER SERVICE | | 6,384.32 |
| 01 2230 650 000 | tech / OCIO | 259.49 |
| Total DAS STATE ACCOUNTING - CENTRAL FINANACE | | 259.49 |
| 01 2620 610 000 | 7247 CUSTODIAL | 628.74 |
| 01 2620 610 000 | 7247 CUSTODIAL | 1,308.60 |
| Total DECKER INC | | 1,937.34 |

| Account Number | Detail Description | Amount |
|--|-----------------------------|------------|
| 01 2710 626 000 | vehicle fuel | 345.01 |
| Total DEN'S COUNTRY MEATS | | 345.01 |
| 01 2620 610 000 | filters | 879.20 |
| 01 2620 350 000 | rheam heat exch for old gym | 2,335.99 |
| 01 2620 610 000 | coupling/elbow | 3.21 |
| Total DSTK PHILLIPS, INC | | 3,218.40 |
| 01 2620 610 000 | 7234 maint supplies | 239.80 |
| 01 2620 610 000 | 7234 maint supplies | 719.00 |
| 01 2620 610 000 | 7234 maint supplies | 5,912.95 |
| 01 2620 610 000 | 7248 maint supplies | 142.40 |
| 01 2620 610 000 | 7248 maint supplies | 74.20 |
| Total EAKES OFFICE SOLUTIONS | | 7,088.35 |
| 01 2230 643 000 | SRS | 901.00 |
| 01 2130 320 000 | Student Health Screenings | 2,152.00 |
| 01 1100 890 003 | KIND ROUNDUP | 112.00 |
| 01 1200 330 000 | CPI TRAINING-SPED | 700.00 |
| 01 6408 591 003 | 0-2 YO EC SPED DIR | 102.06 |
| 01 6408 591 003 | 3-5 YO EC SPIR DIR | 102.06 |
| 01 1200 591 003 | ELEM LEARN CENTER | 12,661.36 |
| 01 1200 591 002 | SECONDARY LEARN CENTER | 3,998.32 |
| 01 1200 591 001 | SECONDARY SPED DIR | 918.54 |
| 01 2151 591 000 | ELEM AUDIOLOGY | 637.62 |
| 01 2151 591 000 | SECOND AUDIOLOGY | 637.63 |
| 01 2141 591 000 | ELEM PSYCH | 3,150.00 |
| 01 2141 591 000 | SECOND PSYCH | 3,150.00 |
| 01 2151 591 000 | SECOND DEAF ED | 86.45 |
| 01 6408 591 003 | 0-2 EC AUDIOL | 70.85 |
| 01 6408 591 003 | 3-5 EC AUDOLOGY | 70.85 |
| 01 6408 591 003 | 0-2 EC EARLY CHDHD | 305.00 |
| 01 6408 591 003 | 0-2 EC CONSULT | 254.17 |
| 01 6408 591 003 | 3-5 EC CONSULT | 254.16 |
| 01 1200 591 003 | ELEM SPED DIR | 918.54 |
| Total ESU #4 | | 31,182.61 |
| 01 2230 643 000 | tech hosting services | 52.50 |
| Total ESU #6 | | 52.50 |
| 01 1100 610 001 | 7240, robison, 2 gizmos | 1,840.00 |
| Total EXPLORELEARNING | | 1,840.00 |
| 01 2620 420 000 | trash-utilities | 461.70 |
| Total FALLS CITY SANITATION | | 461.70 |
| 01 2620 610 000 | maint. | 34.14 |
| Total FASTENAL | | 34.14 |
| 01 1100 382 001 | distance learning | 416.41 |
| Total FIBER PLATFORM, LLC | | 416.41 |
| 01 2230 643 000 | 2022-23 absence/sub mgmt | 3,723.02 |
| Total FRONTLINE TECHNOLOGIES GROUP LLC | | 3,723.02 |
| 01 2620 350 000 | roof leak | 705.00 |
| Total HEARTLAND ROOFING CONSULTANTS "HRC" | | 705.00 |
| 01 2620 610 000 | 7229 maint supplies | 255.10 |
| Total HOME DEPOT PRO, THE | | 255.10 |
| 01 2310 540 000 | 197321-197323 | 432.00 |
| Total HTMC | | 432.00 |
| 01 102 | payroll expenses | 484,166.77 |
| Total HTRS PAYROLL ACCT | | 484,166.77 |
| 01 2310 540 000 | advertising | 214.33 |

| Account Number | Detail Description | Amount |
|---|--------------------------------------|-----------|
| Total HUMBOLDT STANDARD | | 214.33 |
| 01 2220 640 000 | annual subs-library | 36.00 |
| Total HUSKERLAND PREP REPORT | | 36.00 |
| 01 1100 610 002 | reimb FCS supplies | 32.27 |
| Total Kappel, Sara | | 32.27 |
| 01 1100 610 002 | music repairs | 137.00 |
| Total KRUTZ, JIM | | 137.00 |
| 01 2330 317 000 | legal services | 1,587.00 |
| Total KSB School Law | | 1,587.00 |
| 01 2620 350 000 | water soft contract | 459.74 |
| Total KURITA AMERICA INC | | 459.74 |
| 01 2710 610 000 | turbo flood | 24.75 |
| Total LEWIS IMPLEMENT COMPANY | | 24.75 |
| 01 6408 340 003 | 3-5 YO | 533.25 |
| 01 6408 340 003 | 0-2 YO | 98.75 |
| 01 2161 340 000 | SA | 1,010.88 |
| Total MALCOLM, MARY | | 1,642.88 |
| 01 2710 610 000 | blade set | 73.69 |
| Total MERZ FARM EQUIPMENT | | 73.69 |
| 01 1100 890 001 | STUDENT TRAINING FOR LEADERSHIP | 1,500.00 |
| Total MICHAEL JOE COLES | | 1,500.00 |
| 01 2310 810 000 | supt eval online | 250.00 |
| Total NASB NEBRASKA ASSN OF SCHOOL BOARDS | | 250.00 |
| 01 6408 340 003 | 0-2 YO | 268.00 |
| 01 6408 340 003 | 3-5 YO | 234.50 |
| 01 2171 340 000 | SA | 1,311.58 |
| Total NATIONAL THERAPEUTIC ASSOCIATES, INC | | 1,814.08 |
| 01 2610 621 000 | elec-utilities | 4,710.85 |
| 01 2610 621 000 | elec-utilities | 40.70 |
| 01 2610 621 000 | elec-utilities | 31.58 |
| 01 2610 621 000 | elec-utilities | 119.48 |
| 01 2610 621 000 | elec-utilities | 40.64 |
| 01 2610 621 000 | 118003 | 77.71 |
| Total NPPD | | 5,020.96 |
| 01 1100 890 001 | 2022-23 test prep | 2,200.00 |
| Total ONTOCOLL | | 2,200.00 |
| 01 1100 643 000 | digital toolkit-Broadcasting PO 7239 | 1,705.10 |
| Total PADCASTER, LLC, THE | | 1,705.10 |
| 01 2620 610 000 | MAINT. | 17.99 |
| Total PAWNEE TRUE VALUE | | 17.99 |
| 01 2620 350 000 | pest control-spraying | 72.00 |
| Total SCHENDEL PEST CONTROL | | 72.00 |
| 01 2710 626 000 | GAS & DIESEL | 6,493.40 |
| 01 2712 626 000 | SPED GAS/DIESEL FUEL | 630.00 |
| 01 2710 340 000 | tires/repair | 455.00 |
| 01 2710 626 000 | GAS & DIESEL | 3,794.00 |
| 01 2712 626 000 | SPED GAS/DIESEL FUEL | 384.50 |
| 01 1300 580 001 | DrEd GAS & OIL | 321.00 |
| Total STATION SERVICE CENTER INC., THE | | 12,077.90 |
| 01 2310 540 000 | advertising | 37.50 |
| 01 2310 540 000 | advertising | 20.30 |
| 01 2310 540 000 | advertising | 6.56 |
| 01 2310 540 000 | ANNUAL LIBRARY SUBS | 42.00 |

Board Report - Detail

| Account Number | Detail Description | Amount |
|-------------------------------|-----------------------------|-------------------|
| Total STERUP ENTERPRISES, LLC | | <u>106.36</u> |
| 01 2320 650 000 | monthly contract or service | 242.00 |
| Total TIME MANAGEMENT SYSTEMS | | <u>242.00</u> |
| 01 2620 350 000 | elevator maintenance | 483.77 |
| Total TK ELEVATOR CORPORATION | | <u>483.77</u> |
| 01 2710 610 000 | SC-bus tire | 550.00 |
| Total TURNBULL AG TIRES | | <u>550.00</u> |
| 01 2510 530 000 | long distance | 126.13 |
| Total VERIZON BUSINESS | | <u>126.13</u> |
| 01 2161 340 000 | Occ Therapy - SPED services | 2,652.20 |
| 01 2161 340 000 | Occ Therapy - SPED services | 2,511.10 |
| Total WILCOCK, JOY | | <u>5,163.30</u> |
| 01 2510 530 000 | PHONE/INTERNET | 742.15 |
| 01 2510 530 000 | PHONE/INTERNET | 106.94 |
| Total WINDSTREAM NEBRASKA | | <u>849.09</u> |
| Checking Account ID 1 | | <u>611,436.82</u> |

Invoice Listing - Summary

Unposted; Batch Description June 13, 2022 Addtl General Fund

| <u>Vendor ID</u> | <u>Vendor Name</u> | <u>Invoice Number</u> | <u>Description</u> | <u>Invoice Date</u> | <u>Check Date</u> | <u>Checking Account ID</u> | <u>Check Number</u> | <u>CC</u> | <u>Invoice Amount</u> |
|---|---|-----------------------|-------------------------------------|------------------------|--------------------------------------|----------------------------|---------------------|-----------|-----------------------|
| Batch Description: June 13, 2022 Addtl General Fund | | | Processing Month: 06/2022 | Credit Card Vendor ID: | End of Fiscal Year Expense Invoices: | | | | |
| BLACHILL | BLACK HILLS ENERGY | 6.27.22 | fuel-utilities | 06/13/2022 | | | | | 2,813.51 |
| BRAIPOP | BRAINPOP LLC | 329954 | 7250 24/7 school combo-1 year | 06/13/2022 | | | | | 2,812.00 |
| DASSTATE | DAS STATE ACCOUNTING - CENTRAL FINANACE | 1322041 | tech / OCIO | 06/13/2022 | | | | | 259.49 |
| EAKES | EAKES OFFICE SOLUTIONS | 368584 | repair circuit breaker-maint | 06/13/2022 | | | | | 322.50 |
| EDMENT | EDMENTUM, INC | 182955 | 7273 annual program lic | 06/13/2022 | | | | | 4,380.00 |
| ESGI | ESGI SOFTWARE | esgi39316 | 7271 annual license | 06/13/2022 | | | | | 672.00 |
| FCJOUR | FALLS CITY JOURNAL | 6.2.22 | advertising | 06/13/2022 | | | | | 439.67 |
| KURITA | KURITA AMERICA INC | 683953 | water soft contract | 06/13/2022 | | | | | 459.74 |
| NPPD | NPPD | 43462/8003/69158 | elec-utilities | 06/13/2022 | | | | | 155.27 |
| PLATATHL | PLATFORM ATHLETICS, LLC | 3332 | 7243 LEMPKA-PE ANNUAL SUBSCPTN | 06/13/2022 | | | | | 1,000.00 |
| RENALEARN | RENAISSANCE LEARNING, INC | 5249507 | 7276 annual AR subs-tech | 06/13/2022 | | | | | 3,080.25 |
| ROBITAMI | Robison, Tami | 6.13.22 | steam supplies-lumber for sensory | 06/13/2022 | | | | | 228.24 |
| SCHEPEST | SCHENDEL PEST CONTROL | 6.9.22 | pest control-spraying | 06/13/2022 | | | | | 72.00 |
| SECUSERV | SECURITY SERVICES | sj4287s-1186 | srvice call-fire al panel corrupted | 06/13/2022 | | | | | 297.60 |
| STERUP | STERUP ENTERPRISES, LLC | 4537 | advertising | 06/13/2022 | | | | | 58.73 |
| TEACINNO | TEACHER INNOVATIONS, INC | 825588 | 7270 annual Planbook | 06/13/2022 | | | | | 567.00 |
| VERIZON | VERIZON BUSINESS | 4960128252205 | long distance | 06/13/2022 | | | | | 163.84 |

Batch Total: 17,781.84

Report Total: 17,781.84

Expenditure Report by Function/Object -
Detail_KW

06/09/2022 12:37 PM

Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|---|----------------|-----------------------|-------------|----------------------|
| 01 | GENERAL FUND | | | | |
| 1100 | REGULAR INSTRUCTIONAL PROGRAMS | | | | |
| 01 1100 111 000 | Extra Duty Salary | 158,000.00 | 10,661.24 | 91.81 | 12,946.82 |
| 01 1100 111 001 | HS Teacher Salaries | 725,000.00 | 64,247.90 | 93.52 | 46,991.34 |
| 01 1100 111 002 | MS Teacher Salaries | 239,000.00 | 16,787.38 | 69.10 | 73,854.79 |
| 01 1100 111 003 | EL Teacher Salaries | 374,250.00 | 37,641.79 | 103.21 | (12,004.35) |
| 01 1100 112 002 | MS AIDE/PARA | 70,000.00 | 0.00 | 0.00 | 70,000.00 |
| 01 1100 112 003 | EL AIDE/PARA | 15,000.00 | 1,655.52 | 125.15 | (3,772.56) |
| 01 1100 113 001 | HS SUB TCHR | 13,000.00 | 3,185.00 | 268.42 | (21,895.00) |
| 01 1100 113 002 | MS SUB TCHR | 2,000.00 | 0.00 | 0.00 | 2,000.00 |
| 01 1100 113 003 | EL SUB TCHR | 22,000.00 | 2,009.88 | 108.72 | (1,917.64) |
| 01 1100 153 000 | TEACH SUB/CLASS COVERAGE | 3,500.00 | 0.00 | 55.25 | 1,566.25 |
| 01 1100 153 001 | EXTRA DUTY / STIPENDS | 4,500.00 | 0.00 | 152.78 | (2,375.00) |
| 01 1100 153 002 | CERT Unused Leave Payouts | 7,000.00 | 7,319.00 | 104.56 | (319.00) |
| 01 1100 211 000 | D GROUP INSURANCE TCHR/PROF | 28,000.00 | 2,070.67 | 93.14 | 1,922.00 |
| 01 1100 211 001 | HS GROUP INSURANCE TCHR/PROF | 243,500.00 | 20,042.76 | 82.61 | 42,336.17 |
| 01 1100 211 002 | MS GROUP INSURANCE TCHR/PROF | 69,800.00 | 5,308.93 | 74.39 | 17,878.24 |
| 01 1100 211 003 | EL GROUP INSURANCE TCHR/PROF | 147,800.00 | 12,972.13 | 89.40 | 15,664.64 |
| 01 1100 212 003 | EL GROUP INSURANCE AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 213 001 | CERTIFIED CLASS COVG-BCBS | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 213 003 | CERTIFIED CLASS COVG-BCBS | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 221 000 | D SOCIAL SECURITY TCHR/PROF | 0.00 | 807.90 | 0.00 | (10,990.58) |
| 01 1100 221 001 | HS SOCIAL SECURITY TCHR/PROF | 44,500.00 | 4,850.11 | 115.08 | (6,709.66) |
| 01 1100 221 002 | MS SOCIAL SECURITY TCHR/PROF | 15,000.00 | 1,251.66 | 82.08 | 2,688.60 |
| 01 1100 221 003 | EL SOCIAL SECURITY TCHR/PROF | 23,800.00 | 2,858.62 | 122.39 | (5,327.76) |
| 01 1100 222 001 | HS SOCIAL SECURITY AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 222 002 | MS SOCIAL SECURITY AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 222 003 | EL SOCIAL SECURITY AIDE/PARA | 0.00 | 127.40 | 0.00 | (1,439.70) |
| 01 1100 223 000 | SOCIAL SECURITY Tchr Sub Pay | 0.00 | 0.00 | 0.00 | (147.79) |
| 01 1100 223 001 | HS SOCIAL SECURITY SUB TCHR | 0.00 | 243.66 | 0.00 | (3,195.17) |
| 01 1100 223 002 | MS SOCIAL SECURITY SUB TCHR | 0.00 | 559.73 | 0.00 | (559.73) |
| 01 1100 223 003 | EL SOCIAL SECURITY SUB TCHR | 0.00 | 153.81 | 0.00 | (1,831.51) |
| 01 1100 231 000 | D RETIREMENT TCHR/PROF | 0.00 | 1,032.35 | 0.00 | (12,791.36) |
| 01 1100 231 001 | HS RETIREMENT TCHR/PROF | 71,000.00 | 6,346.31 | 89.82 | 7,224.59 |
| 01 1100 231 002 | MS RETIREMENT TCHR/PROF | 24,000.00 | 1,658.20 | 67.97 | 7,687.36 |
| 01 1100 231 003 | EL RETIREMENT TCHR/PROF | 34,500.00 | 3,629.03 | 106.05 | (2,085.99) |
| 01 1100 232 001 | HS RETIREMENT AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 232 002 | MS RETIREMENT AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 232 003 | EL RETIREMENT AIDE/PARA | 0.00 | 163.53 | 0.00 | (1,776.84) |
| 01 1100 233 000 | RETIREMENT Tchr Class Covg | 0.00 | 0.00 | 0.00 | (191.07) |
| 01 1100 233 001 | HS RETIREMENT SUB TCHR | 0.00 | 0.00 | 0.00 | (679.12) |
| 01 1100 233 002 | MS RETIREMENT SUB TCHR | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 233 003 | EL RETIREMENT SUB TCHR | 0.00 | 4.93 | 0.00 | (544.06) |
| 01 1100 237 000 | D RETIREMENT TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 237 001 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 237 002 | MSIncreased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 237 003 | ELIncreased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |

**Expenditure Report by Function/Object -
Detail_KW**

06/09/2022 12:37 PM

Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|--------------------------------|----------------|-----------------------|-------------|----------------------|
| 01 1100 260 000 | D UNEMPLOYMENT PMTS | 0.00 | 0.00 | 0.00 | (348.25) |
| 01 1100 281 000 | D LTD/STD TCHR/PROF | 0.00 | 22.58 | 0.00 | (265.81) |
| 01 1100 281 001 | HS LTD/STD TCHR/PROF | 1,300.00 | 445.06 | 343.10 | (3,160.27) |
| 01 1100 281 002 | MS LTD/STD TCHR/PROF | 500.00 | 108.41 | 209.80 | (548.98) |
| 01 1100 281 003 | EL LTD/STD TCHR/PROF | 800.00 | 240.64 | 315.03 | (1,720.24) |
| 01 1100 282 001 | HS LTD/STD AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 282 002 | MS LTD/STD AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 282 003 | EL LTD/STD AIDE/PARA | 0.00 | 11.10 | 0.00 | (83.31) |
| 01 1100 283 001 | LTD/STD SUB TCHR | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 283 003 | LTD/STD SUB TCHR | 0.00 | 0.64 | 0.00 | (22.99) |
| 01 1100 320 000 | PROF EDUC SERVICES | 0.00 | 0.00 | 0.00 | (6,915.92) |
| 01 1100 333 000 | MILEAGE PAID TO CERTIFIED | 0.00 | 0.00 | 0.00 | (1,493.78) |
| 01 1100 382 001 | Tuition - Distance Learning | 0.00 | 416.41 | 0.00 | (3,608.47) |
| 01 1100 382 002 | Tuition - Distance Learning | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1100 440 000 | DISTRICT RENTALS/LEASES | 20,000.00 | 4,612.97 | 171.08 | (14,215.29) |
| 01 1100 580 000 | INSTRUCTIONAL TRAVEL EXPENSES | 1,000.00 | 0.00 | 0.00 | 1,000.00 |
| 01 1100 610 001 | HS Teaching Supplies | 25,000.00 | 2,056.63 | 89.06 | 2,734.60 |
| 01 1100 610 002 | MS Teaching Supplies | 10,000.00 | 696.36 | 44.74 | 5,526.04 |
| 01 1100 610 003 | EL Teaching Supplies | 15,000.00 | 50.37 | 36.18 | 9,573.18 |
| 01 1100 640 001 | HS Textbooks | 25,000.00 | 0.00 | 5.86 | 23,535.63 |
| 01 1100 640 002 | MS Textbooks | 20,000.00 | 0.00 | 2.96 | 19,408.32 |
| 01 1100 640 003 | EL Textbooks | 15,000.00 | 0.00 | 11.55 | 13,268.21 |
| 01 1100 643 000 | WEB/CLOUD BASED SOFTWARE | 1,000.00 | 1,705.10 | 269.57 | (1,695.67) |
| 01 1100 733 001 | HS Furniture And Equipment | 1,000.00 | 1,432.39 | 230.00 | (1,300.00) |
| 01 1100 733 002 | MS Furniture And Equipment | 1,000.00 | 0.00 | 30.00 | 700.00 |
| 01 1100 733 003 | EL Furniture And Equipment | 0.00 | 0.00 | 0.00 | (1,200.00) |
| 01 1100 890 001 | HS Other Expense | 5,000.00 | 3,700.00 | 147.50 | (2,374.97) |
| 01 1100 890 002 | MS Other Expense | 4,000.00 | 0.00 | 17.00 | 3,320.00 |
| 01 1100 890 003 | EL Other Expense | 6,000.00 | 112.00 | 33.20 | 4,007.90 |
| 1100 | REGULAR INSTRUCTIONAL PROGRAMS | 2,486,750.00 | 223,200.10 | 89.69 | 256,326.84 |
| 1150 | LIMITED ENGLISH PROF PROGRAMS | | | | |
| 01 1150 111 003 | LEP/ESL SALARIES TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1150 211 003 | ELA GROUP INSURANCE TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1150 221 003 | ELA SOCIAL SECURITY TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1150 231 003 | ELA RETIREMENT TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1150 281 003 | ELA LTD/STD TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 1150 | LIMITED ENGLISH PROF PROGRAMS | 0.00 | 0.00 | 0.00 | 0.00 |
| 1160 | POVERTY PROGRAMS | | | | |
| 01 1160 111 003 | Teacher Salaries - Poverty | 0.00 | 17,112.59 | 0.00 | (136,900.72) |
| 01 1160 113 003 | Substitute Salaries - Poverty | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1160 211 003 | Health Insurance - Poverty | 0.00 | 3,557.85 | 0.00 | (28,732.64) |
| 01 1160 221 003 | Social Security - Poverty | 0.00 | 1,287.24 | 0.00 | (10,298.75) |
| 01 1160 231 003 | Retirement - Poverty | 0.00 | 1,690.34 | 0.00 | (13,522.73) |
| 01 1160 281 003 | Long Term Disability - Poverty | 0.00 | 102.52 | 0.00 | (835.68) |
| 01 1160 610 003 | Teaching Supplies - Poverty | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1160 890 003 | Other Expense - Poverty | 0.00 | 0.00 | 0.00 | 0.00 |
| 1160 | POVERTY PROGRAMS | 0.00 | 23,750.54 | 0.00 | (190,290.52) |
| 1190 | EARLY CHILDHOOD ED PROGRAMS | | | | |
| 01 1190 111 003 | Early Childhood Salary | 103,430.00 | 8,618.83 | 83.33 | 17,241.70 |
| 01 1190 112 003 | EC Early Childhood Aide | 8,600.00 | 0.00 | 89.84 | 874.15 |
| 01 1190 113 003 | EC Substitute Salaries | 1,000.00 | 0.00 | 14.00 | 860.00 |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|--|----------------|-----------------------|-------------|----------------------|
| 01 1190 211 003 | EC Health Insurance | 35,000.00 | 3,083.91 | 88.11 | 4,161.44 |
| 01 1190 221 003 | EC Social Security | 8,650.00 | 647.54 | 74.85 | 2,175.44 |
| 01 1190 222 003 | EC SOC SEC AIDE/PARA | 100.00 | 0.00 | 595.43 | (495.43) |
| 01 1190 223 003 | EC SOC SEC SUB TCHR | 0.00 | 0.00 | 0.00 | (10.71) |
| 01 1190 231 003 | EC Retirement | 10,225.00 | 851.35 | 83.26 | 1,711.50 |
| 01 1190 232 003 | RETIREMENT AIDE/PARA | 0.00 | 0.00 | 0.00 | (763.14) |
| 01 1190 237 003 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1190 281 003 | EC LTD/STD TCHR/PROF | 100.00 | 62.44 | 614.52 | (514.52) |
| 01 1190 282 003 | LTD/STD AIDE/PARA | 0.00 | 0.00 | 0.00 | (57.83) |
| 01 1190 283 003 | LTD/STD SUB TCHR | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1190 330 003 | EC STAFF DEVELOPMENT/TRAINING | 500.00 | 0.00 | 60.00 | 200.00 |
| 01 1190 333 003 | EC Mileage | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1190 610 003 | EC Supplies | 500.00 | 0.00 | 241.79 | (708.94) |
| 01 1190 733 003 | EC Furniture & Equipment | 1,000.00 | 0.00 | 263.76 | (1,637.55) |
| 1190 | EARLY CHILDHOOD ED PROGRAMS | 169,105.00 | 13,264.07 | 86.38 | 23,036.11 |
| 1200 | SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS | | | | |
| 01 1200 111 001 | HS SPED Teacher Salaries | 140,000.00 | 11,550.71 | 83.90 | 22,545.76 |
| 01 1200 111 002 | MS SPED Teacher Salaries | 70,500.00 | 5,881.02 | 80.86 | 13,495.22 |
| 01 1200 111 003 | EL SPED Teacher Salaries | 150,000.00 | 18,979.42 | 119.34 | (29,012.25) |
| 01 1200 112 001 | HS SPED Teacher Aide | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 112 002 | MS SPED Teacher Aide | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 112 003 | EL SPED Teacher Aide | 200,000.00 | 7,331.50 | 61.13 | 77,732.31 |
| 01 1200 113 001 | HS SPED Substitute Salaries | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 113 002 | MS SPED Substitute Salaries | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 113 003 | EL SPED Substitute Salaries | 0.00 | 0.00 | 0.00 | (560.00) |
| 01 1200 211 001 | HS SPED GROUP INS TCHR/PROF | 55,000.00 | 4,164.76 | 75.22 | 13,627.43 |
| 01 1200 211 002 | MS SPED GROUP INS TCHR/PROF | 18,000.00 | 1,411.01 | 74.57 | 4,576.69 |
| 01 1200 211 003 | EL SPED GROUP INS TCHR/PROF | 55,000.00 | 5,477.28 | 97.12 | 1,584.82 |
| 01 1200 212 003 | EL SPED GROUP INS AIDE/PARA | 0.00 | 14.00 | 0.00 | (137.64) |
| 01 1200 221 001 | HS SPED SOCIAL SECURITY TCHR/PROF | 15,000.00 | 878.26 | 59.53 | 6,070.30 |
| 01 1200 221 002 | MS SPED SOCIAL SECURITY TCHR/PROF | 8,000.00 | 446.91 | 54.18 | 3,665.87 |
| 01 1200 221 003 | EL SPED SOCIAL SECURITY TCHR/PROF | 14,000.00 | 1,441.64 | 97.07 | 410.86 |
| 01 1200 222 003 | EL SPED SOCIAL SECURITY AIDE/PARA | 14,000.00 | 560.12 | 66.77 | 4,651.85 |
| 01 1200 223 003 | EL SPED SOCIAL SECURITY SUB TCHR | 0.00 | 0.00 | 0.00 | (42.84) |
| 01 1200 231 001 | HS SPED RETIREMENT TCHR/PROF | 15,000.00 | 1,140.95 | 77.20 | 3,420.03 |
| 01 1200 231 002 | MS SPED RETIREMENT TCHR/PROF | 12,000.00 | 580.91 | 46.83 | 6,380.13 |
| 01 1200 231 003 | EL SPED RETIREMENT TCHR/PROF | 15,000.00 | 1,874.74 | 117.74 | (2,660.63) |
| 01 1200 232 003 | EL SPED RETIREMENT AIDE/PARA | 20,000.00 | 661.06 | 56.92 | 8,615.93 |
| 01 1200 237 001 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 237 002 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 237 003 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 281 001 | HS SPED LTD/STD TCHR/PROF | 500.00 | 79.52 | 159.79 | (298.93) |
| 01 1200 281 002 | MS SPED LTD/STD TCHR/PROF | 500.00 | 41.58 | 80.51 | 97.45 |
| 01 1200 281 003 | HS SPED LTD/STD TCHR/PROF | 500.00 | 131.47 | 256.76 | (783.82) |
| 01 1200 282 003 | EL SPED LTD/STD AIDE/PARA | 500.00 | 48.20 | 103.16 | (15.82) |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|--|----------------|-----------------------|-------------|----------------------|
| 01 1200 330 000 | SPED STAFF DEV/TRAINING | 1,000.00 | 700.00 | 285.86 | (1,858.55) |
| 01 1200 333 000 | SPED Mileage to Staff | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 340 003 | Non-ESU OTHER PROF SERVICES | 0.00 | 0.00 | 0.00 | (1,200.00) |
| 01 1200 580 000 | SPED TRAVEL EXPENSES | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 591 001 | HS PURCHASED SERVICES | 0.00 | 918.54 | 0.00 | (66,866.88) |
| 01 1200 591 002 | MS PURCHASED SERVICES | 0.00 | 3,998.32 | 0.00 | (15,439.44) |
| 01 1200 591 003 | EL PURCHASED SERVICES | 0.00 | 13,579.90 | 0.00 | (105,920.53) |
| 01 1200 610 001 | HS SPED Supplies | 0.00 | 0.00 | 0.00 | (1,244.16) |
| 01 1200 610 002 | MS SPED Supplies | 0.00 | 0.00 | 0.00 | (400.00) |
| 01 1200 610 003 | EL SPED Supplies | 5,000.00 | 0.00 | 59.84 | 2,008.04 |
| 01 1200 640 001 | HS SPED Textbooks | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 640 002 | MS SPED Textbooks | 2,000.00 | 0.00 | 0.00 | 2,000.00 |
| 01 1200 640 003 | EL SPED Textbooks | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 643 000 | SPED Web/Cloud Based Software | 2,000.00 | 0.00 | 393.45 | (5,868.92) |
| 01 1200 650 000 | SPED Computer Hardware | 0.00 | 0.00 | 0.00 | (5,880.00) |
| 01 1200 733 001 | HS SPED Furniture And Equipment | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 733 002 | MS SPED Furniture And Equipment | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1200 733 003 | EL SPED Furniture And Equipment | 0.00 | 0.00 | 0.00 | 0.00 |
| 1200 | SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS | 813,500.00 | 81,891.82 | 108.27 | (67,307.72) |
| 1291 | SPED 3-5 YO | | | | |
| 01 1291 111 003 | SPED PREK SALARIES TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1291 211 003 | Sped BAF - BCBS | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1291 221 003 | SPED BAF - Fica | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1291 231 003 | SPED BAF - Retire | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1291 281 003 | SPED BAF - LTD | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1291 591 003 | SPED 3-5 YO PURCH SERVICES | 0.00 | 0.00 | 0.00 | 0.00 |
| 1291 | SPED 3-5 YO | 0.00 | 0.00 | 0.00 | 0.00 |
| 1292 | SPED DIRECTOR | | | | |
| 01 1292 591 003 | EC SPED DIR 0-2 yo | 0.00 | 0.00 | 0.00 | 0.00 |
| 1292 | SPED DIRECTOR | 0.00 | 0.00 | 0.00 | 0.00 |
| 1300 | SUMMER SCHOOL | | | | |
| 01 1300 111 001 | Driver's Education Salary | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| 01 1300 221 001 | DrEd Social Security | 500.00 | 0.00 | 0.00 | 500.00 |
| 01 1300 231 001 | DrEd Retirement | 500.00 | 0.00 | 0.00 | 500.00 |
| 01 1300 237 001 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1300 281 001 | DrEd LTD/STD | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1300 338 001 | DrEd Repairs | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 1300 580 001 | DrEd GAS & OIL | 500.00 | 321.00 | 64.20 | 179.00 |
| 1300 | SUMMER SCHOOL | 4,500.00 | 321.00 | 7.13 | 4,179.00 |
| 2120 | GUIDANCE SERVICES | | | | |
| 01 2120 111 001 | HS Counselor's Salary | 98,400.00 | 3,828.31 | 38.91 | 60,116.90 |
| 01 2120 111 002 | MS Counselor's Salary | 30,000.00 | 2,298.33 | 76.61 | 7,016.70 |
| 01 2120 111 003 | EL Counselor's Salary | 68,000.00 | 0.00 | 0.00 | 68,000.00 |
| 01 2120 211 001 | HS Group Ins Counselor | 32,000.00 | 873.12 | 26.29 | 23,586.41 |
| 01 2120 211 002 | MS Group Ins Counselor | 7,000.00 | 498.30 | 68.84 | 2,181.09 |
| 01 2120 211 003 | EL Group Ins Counselor | 9,000.00 | 0.00 | 0.00 | 9,000.00 |
| 01 2120 221 001 | HS Social Security | 8,000.00 | 294.17 | 36.77 | 5,058.31 |
| 01 2120 221 002 | MS Social Security | 2,000.00 | 176.62 | 88.31 | 233.81 |
| 01 2120 221 003 | EL Social Security | 1,000.00 | 0.00 | 0.00 | 1,000.00 |
| 01 2120 231 001 | HS Retirement COUNSELOR | 9,500.00 | 342.33 | 36.16 | 6,064.90 |
| 01 2120 231 002 | MS Retirement COUNSELOR | 3,000.00 | 203.97 | 68.24 | 952.70 |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|--------------------------------------|--|-------------------|-----------------------|---------------|----------------------|
| 01 2120 231 003 | EL Retirement COUNSELOR | 1,500.00 | 0.00 | 0.00 | 1,500.00 |
| 01 2120 237 001 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2120 237 003 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2120 281 001 | HS LTD/STD COUNSELOR | 100.00 | 24.94 | 246.30 | (146.30) |
| 01 2120 281 002 | MS LTD/STD COUNSELOR | 100.00 | 14.95 | 147.82 | (47.82) |
| 01 2120 281 003 | EL LTD/STD COUNSELOR | 100.00 | 0.00 | 0.00 | 100.00 |
| 01 2120 610 001 | HS Guidance Supplies | 4,000.00 | 1,859.99 | 114.74 | (589.70) |
| 01 2120 610 002 | MS Guidance Supplies | 500.00 | 0.00 | 0.00 | 500.00 |
| 01 2120 610 003 | EL Guidance Supplies | 500.00 | 0.00 | 0.00 | 500.00 |
| 01 2120 890 001 | HS Other Expense | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2120 890 002 | MS Other Expense | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2120 890 003 | EL Other Expense | 0.00 | 0.00 | 0.00 | 0.00 |
| 2120 GUIDANCE SERVICES | | 274,700.00 | 10,415.03 | 32.64 | 185,027.00 |
| 2130 HEALTH SERVICES | | | | | |
| 01 2130 116 000 | SALARIES NURSE | 40,000.00 | 2,505.10 | 107.40 | (2,960.19) |
| 01 2130 216 000 | GROUP INSURANCE NURSE | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2130 226 000 | SOCIAL SECURITY NURSE | 3,000.00 | 192.99 | 110.00 | (299.86) |
| 01 2130 236 000 | RETIREMENT NURSE | 3,600.00 | 247.45 | 117.88 | (643.54) |
| 01 2130 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2130 286 000 | LTD/STD NURSE | 100.00 | 17.58 | 175.12 | (75.12) |
| 01 2130 320 000 | Student Health Screenings | 0.00 | 2,152.00 | 0.00 | (2,152.00) |
| 01 2130 610 000 | Nurse Supplies | 6,000.00 | 0.00 | 22.33 | 4,660.06 |
| 2130 HEALTH SERVICES | | 52,700.00 | 5,115.12 | 102.79 | (1,470.65) |
| 2141 SPED SA Psych Services | | | | | |
| 01 2141 591 000 | SPED SA Psych Services | 0.00 | 6,300.00 | 0.00 | (103,434.68) |
| 2141 SPED SA Psych Services | | 0.00 | 6,300.00 | 0.00 | (103,434.68) |
| 2142 SPED 3-5 Pscyh Services | | | | | |
| 01 2142 591 003 | SPED 3-5 Psych Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 2142 SPED 3-5 Pscyh Services | | 0.00 | 0.00 | 0.00 | 0.00 |
| 2143 SPED 0-2 Psych Services | | | | | |
| 01 2143 591 003 | SPED 0-2 Psych Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 2143 SPED 0-2 Psych Services | | 0.00 | 0.00 | 0.00 | 0.00 |
| 2151 SPED SA Speech/Audiology | | | | | |
| 01 2151 111 001 | Speech Path HS SALARIES TCHR/PROF | 11,500.00 | 949.32 | 82.55 | 2,006.80 |
| 01 2151 111 002 | Speech Path MS RETIREMENT TCHR/PROF | 9,000.00 | 749.46 | 83.27 | 1,505.40 |
| 01 2151 111 003 | Speech Path EL SALARIES TCHR/PROF | 21,000.00 | 1,748.75 | 83.27 | 3,512.50 |
| 01 2151 211 001 | Speech Path HS GROUP INS TCHR/PROF | 0.00 | 368.58 | 0.00 | (3,685.80) |
| 01 2151 211 002 | Speech Path MS GROUP INS TCHR/PROF | 0.00 | 290.98 | 0.00 | (2,909.80) |
| 01 2151 211 003 | Speech Path EL GROUP INS TCHR/PROF | 0.00 | 678.95 | 0.00 | (6,789.50) |
| 01 2151 221 001 | Speech Path HS SOC SECTCHR/PROF | 800.00 | 72.95 | 91.19 | 70.48 |
| 01 2151 221 002 | Speech Path MS SOC SEC TCHR/PROF | 700.00 | 57.60 | 82.29 | 124.00 |
| 01 2151 221 003 | Speech Path EL SOC SEC TCHR/PROF | 1,700.00 | 134.40 | 79.06 | 356.02 |
| 01 2151 231 001 | Speech Path HS RETIREMENT TCHR/PROF | 1,200.00 | 93.78 | 78.15 | 262.22 |

Expenditure Report by Function/Object -
Detail_KW

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|-------------------------------------|----------------|-----------------------|-------------|----------------------|
| 01 2151 231 002 | Speech Path MS RETIREMENT TCHR/PROF | 1,000.00 | 74.03 | 74.03 | 259.70 |
| 01 2151 231 003 | Speech Path EL RETIREMENT TCHR/PROF | 2,100.00 | 172.74 | 82.26 | 372.60 |
| 01 2151 281 001 | Speech Path HS LTD/STD TCHR/PROF | 25.00 | 4.34 | 173.44 | (18.36) |
| 01 2151 281 002 | Speech Path MS LTD/STD TCHR/PROF | 20.00 | 3.43 | 171.40 | (14.28) |
| 01 2151 281 003 | Speech Path HS LTD/STD TCHR/PROF | 45.00 | 7.99 | 177.47 | (34.86) |
| 01 2151 591 000 | SPED SA Speech/Audiology | 10,000.00 | 1,361.70 | 141.75 | (4,175.44) |
| 01 2151 610 000 | SPED Speech Path SUPPLIES | 1,000.00 | 0.00 | 12.34 | 876.56 |
| 2151 | SPED SA Speech/Audiology | 60,090.00 | 6,769.00 | 113.78 | (8,281.76) |
| 2152 | SPED 3-5 Speech/Audiology | | | | |
| 01 2152 340 003 | SPED 3-5 Speech/Audiology Prf Serv | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2152 591 003 | SPED 3-5 Speech/Audiology | 0.00 | 0.00 | 0.00 | 0.00 |
| 2152 | SPED 3-5 Speech/Audiology | 0.00 | 0.00 | 0.00 | 0.00 |
| 2153 | SPED 0-2 Speech/Audiology | | | | |
| 01 2153 591 003 | SPED 0-2 Speech/Audiology | 0.00 | 0.00 | 0.00 | 0.00 |
| 2153 | SPED 0-2 Speech/Audiology | 0.00 | 0.00 | 0.00 | 0.00 |
| 2161 | SPED SA OccTherapy | | | | |
| 01 2161 340 000 | SPED SA OccTherapy (nonESU) | 15,000.00 | 6,174.18 | 309.99 | (31,498.48) |
| 2161 | SPED SA OccTherapy | 15,000.00 | 6,174.18 | 309.99 | (31,498.48) |
| 2162 | SPED 3-5 OccTherapy | | | | |
| 01 2162 340 003 | SPED 3-5 OccTherapy (nonESU) | 0.00 | 0.00 | 0.00 | 0.00 |
| 2162 | SPED 3-5 OccTherapy | 0.00 | 0.00 | 0.00 | 0.00 |
| 2163 | SPED 0-2 OccTherapy | | | | |
| 01 2163 340 003 | SPED 0-2 OccTherapy (nonESU) | 0.00 | 0.00 | 0.00 | 0.00 |
| 2163 | SPED 0-2 OccTherapy | 0.00 | 0.00 | 0.00 | 0.00 |
| 2171 | SPED SA PhysTherapy | | | | |
| 01 2171 340 000 | SPED SA PhysTherapy (nonESU) | 10,000.00 | 1,311.58 | 109.57 | (956.72) |
| 2171 | SPED SA PhysTherapy | 10,000.00 | 1,311.58 | 109.57 | (956.72) |
| 2172 | SPED 3-5 PhysTherapy | | | | |
| 01 2172 340 003 | SPED 3-5 PhysTherapy (nonESU) | 0.00 | 0.00 | 0.00 | 0.00 |
| 2172 | SPED 3-5 PhysTherapy | 0.00 | 0.00 | 0.00 | 0.00 |
| 2173 | SPED 0-2 PhysTherapy | | | | |
| 01 2173 340 003 | SPED 0-2 PhysTherapy (nonESU) | 0.00 | 0.00 | 0.00 | 0.00 |
| 2173 | SPED 0-2 PhysTherapy | 0.00 | 0.00 | 0.00 | 0.00 |
| 2181 | SPED SA Vision Services | | | | |
| 01 2181 340 000 | SPED SA-Vision Prof Serv | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2181 591 000 | SPED SA Vision Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 2181 | SPED SA Vision Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 2182 | SPED 3-5 Vision Services | | | | |
| 01 2182 340 003 | SPED 3-5YO Vision Serv | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2182 591 003 | SPED 3-5 Vision Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 2182 | SPED 3-5 Vision Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 2183 | SPED 0-2 Vision Services | | | | |
| 01 2183 340 003 | SPED 0-2YO Vision Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2183 591 003 | SPED 0-2 Vision Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 2183 | SPED 0-2 Vision Services | 0.00 | 0.00 | 0.00 | 0.00 |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|---|----------------|-----------------------|-------------|----------------------|
| 2211 | SCHOOL IMPROVEMENT | | | | |
| 01 2211 111 000 | School Impr - Salaries | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2211 333 000 | School Impr - Travel | 0.00 | 0.00 | 0.00 | 0.00 |
| 2211 | SCHOOL IMPROVEMENT | 0.00 | 0.00 | 0.00 | 0.00 |
| 2213 | SCHOOL IMPROVEMENT | | | | |
| 01 2213 330 000 | INSTRUCTIONAL STAFF DEV/TRAINING | 2,000.00 | 111.82 | 335.33 | (4,706.67) |
| 2213 | SCHOOL IMPROVEMENT | 2,000.00 | 111.82 | 335.33 | (4,706.67) |
| 2220 | LIBRARY/MEDIA SERVICES | | | | |
| 01 2220 111 000 | Library/Media Tchr Salaries | 60,000.00 | 4,996.42 | 83.27 | 10,035.80 |
| 01 2220 112 000 | Library Aide Salary | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2220 113 000 | L/M Substitute Salaries | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2220 211 000 | L/M Group Ins | 23,000.00 | 1,397.51 | 60.76 | 9,024.90 |
| 01 2220 221 000 | L/M Social Security TCHR/PROF | 4,500.00 | 354.28 | 78.73 | 957.22 |
| 01 2220 222 000 | L/M Social Security AIDE | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2220 231 000 | L/M Retirement TCHR/PROF | 6,000.00 | 493.53 | 82.26 | 1,064.69 |
| 01 2220 232 000 | L/M Retirement AIDE | 150.00 | 0.00 | 0.00 | 150.00 |
| 01 2220 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2220 281 000 | L/M LTD/STD TCHR/PROF | 300.00 | 34.35 | 114.45 | (43.36) |
| 01 2220 282 000 | L/M LTD/STD AIDE | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2220 610 000 | L/M Supplies | 300.00 | 0.00 | 0.00 | 300.00 |
| 01 2220 640 000 | Library Books & Subscriptions | 5,000.00 | 36.00 | 93.70 | 314.86 |
| 01 2220 650 000 | L/M Computer Software | 2,000.00 | 0.00 | 0.00 | 2,000.00 |
| 01 2220 733 000 | L/M Furniture And Equipment | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2220 890 000 | L/M Other Expense | 0.00 | 0.00 | 0.00 | 0.00 |
| 2220 | LIBRARY/MEDIA SERVICES | 101,250.00 | 7,312.09 | 76.49 | 23,804.11 |
| 2224 | EDUCATIONAL TELEVISION SERVICES | | | | |
| 01 2224 382 000 | Distant Learning / Internet | 0.00 | 0.00 | 0.00 | (7,600.00) |
| 2224 | EDUCATIONAL TELEVISION SERVICES | 0.00 | 0.00 | 0.00 | (7,600.00) |
| 2230 | INSTRUCTION RELATED TECH | | | | |
| 01 2230 111 000 | Technology Coordinator | 60,000.00 | 6,354.77 | 105.91 | (3,547.70) |
| 01 2230 116 000 | Technology Support Staff | 70,000.00 | 8,962.05 | 128.88 | (20,215.99) |
| 01 2230 211 000 | Technology Group Ins TCHR/PROF | 23,000.00 | 1,534.02 | 66.70 | 7,659.80 |
| 01 2230 216 000 | Technology Group Ins SUPPORT PROF CLASS | 18,000.00 | 3,305.66 | 182.08 | (14,773.52) |
| 01 2230 221 000 | Technology Social Security TCHR/PROF | 7,000.00 | 478.20 | 68.31 | 2,218.46 |
| 01 2230 226 000 | Technology Social Security PROF CLASS | 8,000.00 | 662.74 | 83.47 | 1,322.16 |
| 01 2230 231 000 | Technology Retirement TCHR/PROF | 7,000.00 | 627.71 | 89.67 | 722.90 |
| 01 2230 236 000 | Technology Retirement PROF CLASS | 6,000.00 | 885.25 | 148.52 | (2,911.38) |
| 01 2230 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2230 281 000 | Technology LTD/STD TCHR/PROF | 500.00 | 39.94 | 79.85 | 100.76 |
| 01 2230 286 000 | Technology LTD/STD PROF CLASS | 500.00 | 50.88 | 101.60 | (8.00) |
| 01 2230 333 000 | TECH Mileage | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2230 591 000 | TECH PURCHASED SERVICES | 0.00 | 0.00 | 0.00 | (375.00) |
| 01 2230 643 000 | TECH Web/Cloud Based Software | 60,000.00 | 5,126.52 | 79.10 | 12,537.14 |
| 01 2230 650 000 | TECH Supplies/Soft/Hardware | 100,000.00 | 9,049.49 | 68.71 | 31,285.33 |
| 01 2230 734 000 | TECH Hardware Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2230 735 000 | TECH Software Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 |
| 2230 | INSTRUCTION RELATED TECH | 360,000.00 | 37,077.23 | 96.11 | 14,014.96 |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|--|----------------|-----------------------|-------------|----------------------|
| 2310 | BOARD OF EDUCATION | | | | |
| 01 2310 330 000 | BOE DEV/TRAINING | 2,500.00 | 0.00 | 45.70 | 1,357.55 |
| 01 2310 520 000 | PROPERTY/LIABILITY INSURANCE | 65,000.00 | 0.00 | 84.30 | 10,207.00 |
| 01 2310 540 000 | ADVERTISING | 10,000.00 | 872.69 | 78.45 | 2,154.77 |
| 01 2310 610 000 | BOE Supplies | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2310 810 000 | BOE Dues & Fees | 12,000.00 | 614.88 | 86.02 | 1,677.26 |
| 01 2310 890 000 | BOE Misc Expense | 0.00 | 218.12 | 0.00 | (1,247.94) |
| 2310 | BOARD OF EDUCATION | 89,500.00 | 1,705.69 | 84.19 | 14,148.64 |
| 2320 | EXECUTIVE ADMINISTRATION | | | | |
| 01 2320 105 000 | SUPERINTENDENT SALARY | 132,000.00 | 11,000.00 | 83.33 | 22,000.00 |
| 01 2320 155 000 | SUPT ADDTL COMP | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| 01 2320 159 000 | SUPT Cell Stipend | 900.00 | 0.00 | 0.00 | 900.00 |
| 01 2320 215 000 | SUPT GROUP INS | 18,500.00 | 1,462.06 | 79.03 | 3,879.40 |
| 01 2320 221 000 | SUPT SOCIAL SECURITY | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2320 225 000 | SUPT SOCIAL SECURITY | 10,000.00 | 836.36 | 83.64 | 1,636.26 |
| 01 2320 235 000 | SUPT RETIREMENT | 0.00 | 1,086.56 | 0.00 | (10,865.60) |
| 01 2320 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2320 285 000 | SUPT LTD/STD | 400.00 | 44.90 | 112.75 | (51.00) |
| 01 2320 295 000 | OTHER BENEFITS (CELL PHONE/moving) | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2320 310 000 | SUPT DUES & FEES | 1,200.00 | 0.00 | 82.50 | 210.00 |
| 01 2320 330 000 | SUPT Staff Dev/Training | 2,500.00 | 76.91 | 134.19 | (854.87) |
| 01 2320 333 000 | SUPT Mileage | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2320 560 000 | SUPT Computer Hardware | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2320 580 000 | SUPT TRAVEL EXPENSES | 500.00 | 0.00 | 0.00 | 500.00 |
| 01 2320 610 000 | SUPT Supplies | 3,000.00 | 0.00 | 41.26 | 1,762.16 |
| 01 2320 650 000 | SUPT Computer Software | 5,000.00 | 242.00 | 59.14 | 2,043.00 |
| 01 2320 733 000 | SUPT Furniture & Equipment | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2320 890 000 | SUPT Other Expense | 2,500.00 | 0.00 | 0.00 | 2,500.00 |
| 2320 | EXECUTIVE ADMINISTRATION | 179,500.00 | 14,748.79 | 85.15 | 26,659.35 |
| 2330 | District Legal Services | | | | |
| 01 2330 317 000 | LEGAL SERVICES | 0.00 | 1,587.00 | 0.00 | (6,783.77) |
| 2330 | District Legal Services | 0.00 | 1,587.00 | 0.00 | (6,783.77) |
| 2410 | OFFICE OF THE PRINCIPAL | | | | |
| 01 2410 110 000 | Clerical Salaries | 60,000.00 | 4,770.93 | 81.06 | 11,364.38 |
| 01 2410 111 001 | HS PRINCIPAL HEAD&ASST SALARIES | 60,000.00 | 4,947.19 | 82.45 | 10,528.10 |
| 01 2410 111 002 | MS PRINCIPAL HEAD&ASST SALARIES | 60,000.00 | 4,868.02 | 81.13 | 11,319.80 |
| 01 2410 111 003 | EL PRINCIPAL HEAD&ASST SALARIES | 60,000.00 | 4,936.36 | 82.27 | 10,636.40 |
| 01 2410 210 000 | Clerical Group Insurance | 0.00 | 1,468.58 | 0.00 | (32,433.53) |
| 01 2410 211 001 | HS PRINCIPAL OFFICE GROUP INS | 14,000.00 | 926.26 | 66.16 | 4,737.40 |
| 01 2410 211 002 | MS PRINCIPAL OFFICE GROUP INS | 14,000.00 | 911.56 | 65.11 | 4,884.40 |
| 01 2410 211 003 | EL PRINCIPAL OFFICE GROUP INS | 14,000.00 | 924.51 | 66.04 | 4,754.90 |
| 01 2410 220 000 | Clerical Social Security | 1,000.00 | 365.28 | 371.70 | (2,717.00) |
| 01 2410 221 001 | HS PRINCIPAL OFFICE SOC SEC | 1,000.00 | 378.99 | 378.99 | (2,789.88) |
| 01 2410 221 002 | MS PRINCIPAL OFFICE SOC SEC | 1,000.00 | 372.93 | 372.92 | (2,729.24) |
| 01 2410 221 003 | EL PRINCIPAL OFFICE SOC SEC | 1,000.00 | 378.14 | 378.14 | (2,781.38) |
| 01 2410 230 000 | Clerical Retirement | 1,000.00 | 460.22 | 473.78 | (3,737.78) |
| 01 2410 231 001 | HS PRINCIPAL OFFICE RETIREMENT | 1,000.00 | 488.68 | 488.68 | (3,886.80) |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|--|----------------|-----------------------|-------------|----------------------|
| 01 2410 231 002 | MS PRINCIPAL OFFICE RETIREMENT | 1,000.00 | 480.84 | 48.08 | (3,808.40) |
| 01 2410 231 003 | EL PRINCIPAL OFFICE RETIREMENT | 1,000.00 | 487.61 | 48.76 | (3,876.10) |
| 01 2410 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2410 237 001 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2410 237 002 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2410 237 003 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2410 280 000 | Clerical LTD/STD | 200.00 | 21.70 | 10.85 | (198.73) |
| 01 2410 281 001 | HS PRINCIPAL OFFICE LTD/STD | 200.00 | 29.51 | 14.75 | (94.68) |
| 01 2410 281 002 | MS PRINCIPAL OFFICE LTD/STD | 200.00 | 29.05 | 14.52 | (90.08) |
| 01 2410 281 003 | EL PRINCIPAL OFFICE LTD/STD | 200.00 | 29.49 | 14.74 | (94.48) |
| 01 2410 310 000 | PRINC OFFICE DUES/FEES | 0.00 | 0.00 | 0.00 | (670.00) |
| 01 2410 330 000 | PRINCIPAL OFFICE STAFF DEV/TRN | 2,000.00 | 0.00 | 0.00 | 785.67 |
| 01 2410 580 000 | PRINC OFFICE TRAVEL EXPENSES | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2410 610 001 | HS PRINCIPAL OFFICE SUPPLIES | 300.00 | 191.85 | 63.95 | (592.45) |
| 01 2410 610 002 | MS PRINCIPAL OFFICE SUPPLIES | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2410 610 003 | EL PRINCIPAL OFFICE SUPPLIES | 0.00 | 0.00 | 0.00 | (200.00) |
| 01 2410 733 000 | PRINC OFFICE FURNITURE | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2410 890 000 | PRINCIPAL OFFICE MISC EXP | 0.00 | 0.00 | 0.00 | 0.00 |
| 2410 | OFFICE OF THE PRINCIPAL | 293,100.00 | 27,467.70 | 100.58 | (1,689.48) |
| 2510 | FISCAL SERVICES | | | | |
| 01 2510 112 000 | Concession Mgr Salaries | 3,000.00 | 0.00 | 98.39 | 48.31 |
| 01 2510 116 000 | FISCAL SERVICES SALARIES | 15,000.00 | 3,110.58 | 20.74 | (25,371.39) |
| 01 2510 210 000 | Concession Mgr Group Ins | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2510 212 000 | CONCMGR GROUP INS AIDE/PARA | 0.00 | 0.00 | 0.00 | (49.58) |
| 01 2510 216 000 | FISCAL SERVICES GROUP INS | 10,000.00 | 1,971.97 | 19.72 | (9,719.70) |
| 01 2510 220 000 | Concession Mgr Soc Sec | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2510 222 000 | SOCIAL SECURITY CONC MGR | 1,000.00 | 0.00 | 22.55 | 774.49 |
| 01 2510 226 000 | SOCIAL SECURITY PROF CLASS | 1,000.00 | 225.80 | 22.58 | (1,966.79) |
| 01 2510 232 000 | Concession Mgr Retirement | 1,000.00 | 0.00 | 29.04 | 709.58 |
| 01 2510 236 000 | FISCAL SERVICES RETIREMENT | 1,000.00 | 307.26 | 30.73 | (2,987.80) |
| 01 2510 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2510 282 000 | Concession Mgr LTD/STD | 1,000.00 | 0.00 | 1.17 | 988.34 |
| 01 2510 286 000 | FISCAL SERVICES LTD/STD | 1,000.00 | 28.63 | 28.63 | 714.72 |
| 01 2510 310 000 | FISCAL SERV/BANK FEES | 1,000.00 | 0.00 | 43.96 | 560.43 |
| 01 2510 315 000 | AUDIT/BUDGET SERVICES | 1,000.00 | 0.00 | 715.50 | (6,155.00) |
| 01 2510 330 000 | FISCAL OFFICE ST DEV/TRN | 1,000.00 | 0.00 | 111.55 | (115.45) |
| 01 2510 340 000 | OTHER PROFESSIONAL FISCAL SERVICES | 1,000.00 | 0.00 | 70.52 | 294.80 |
| 01 2510 530 000 | PHONE/INTERNET | 5,000.00 | 975.22 | 21.10 | (5,552.98) |
| 01 2510 531 000 | POSTAGE | 500.00 | 100.18 | 54.15 | (2,208.23) |
| 01 2510 580 000 | FISCAL SERV TRAVEL EXPENSES | 200.00 | 0.00 | 69.19 | 61.62 |
| 01 2510 610 000 | FISCAL OFFICE SUPPLIES | 1,000.00 | 158.25 | 108.52 | (85.21) |
| 01 2510 733 000 | FURNITURE/FIXTURES | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2510 890 000 | FISCAL SERVICES MISC EXP | 300.00 | 0.00 | 50.00 | 150.00 |
| 2510 | FISCAL SERVICES | 45,000.00 | 6,877.89 | 210.91 | (49,909.84) |
| 2590 | WORKERS COMP INS | | | | |
| 01 2590 270 000 | WORKERS COMP NON-INSTR | 30,000.00 | 0.00 | 92.09 | 2,373.00 |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|--|----------------|-----------------------|-------------|----------------------|
| 01 2590 271 000 | WORKERS COMP TCHR/PROF | 20,000.00 | 0.00 | 104.48 | (895.00) |
| 2590 | WORKERS COMP INS | 50,000.00 | 0.00 | 97.04 | 1,478.00 |
| 2610 | OPERATION OF BUILDINGS | | | | |
| 01 2610 520 000 | PROPERTY/LIABILITY INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2610 621 000 | UTILITIES NAT GAS/FUEL | 0.00 | 5,020.96 | 0.00 | (94,625.03) |
| 2610 | OPERATION OF BUILDINGS | 0.00 | 5,020.96 | 0.00 | (94,625.03) |
| 2620 | MAINT OF BUILDINGS | | | | |
| 01 2620 110 000 | MAINTENANCE STAFF SALARIES | 180,950.00 | 11,803.76 | 65.41 | 62,593.62 |
| 01 2620 210 000 | MAINT GROUP INS | 54,500.00 | 2,890.48 | 53.47 | 25,356.34 |
| 01 2620 220 000 | MAINT SOCIAL SECURITY | 11,500.00 | 901.42 | 78.55 | 2,466.67 |
| 01 2620 230 000 | MAINT RETIREMENT | 17,900.00 | 1,093.87 | 59.69 | 7,215.93 |
| 01 2620 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2620 280 000 | MAINT LTD/STD | 825.00 | 41.25 | 50.25 | 410.43 |
| 01 2620 330 000 | MAINT STAFF DEV/TRN | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2620 340 000 | OTHER PROFESSIONAL SERVICES | 200,000.00 | 0.00 | 0.00 | 200,000.00 |
| 01 2620 350 000 | MAINT. REPAIRS | 50,000.00 | 21,163.77 | 115.97 | (7,983.91) |
| 01 2620 410 000 | WATER & SEWER | 15,000.00 | 0.00 | 74.84 | 3,774.69 |
| 01 2620 420 000 | TRASH SERVICE | 5,000.00 | 461.70 | 91.64 | 418.00 |
| 01 2620 431 000 | BLDG REPAIRS & MAINT | 0.00 | 0.00 | 0.00 | (180.00) |
| 01 2620 450 000 | CONSTRUCTION/REMODEL SERVICES | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2620 610 000 | MAINT Supplies | 7,500.00 | 12,277.33 | 469.56 | (27,716.76) |
| 01 2620 733 000 | MAINT Furniture & Equipment | 5,000.00 | 0.00 | 63.61 | 1,819.30 |
| 01 2620 890 000 | MISC EXPENSE | 5,000.00 | 0.00 | 0.00 | 5,000.00 |
| 2620 | MAINT OF BUILDINGS | 553,175.00 | 50,633.58 | 50.62 | 273,174.31 |
| 2630 | OUTSIDE MAINTENANCE | | | | |
| 01 2630 340 000 | OUTSIDE REPAIRS/MAINT | 15,000.00 | 0.00 | 5.96 | 14,106.57 |
| 2630 | OUTSIDE MAINTENANCE | 15,000.00 | 0.00 | 5.96 | 14,106.57 |
| 2650 | VEHICLE OPER/MAINT/PURCH (NON STUDENT) | | | | |
| 01 2650 732 000 | Vehicle Aquisition (non-pupil) | 0.00 | 0.00 | 0.00 | 0.00 |
| 2650 | VEHICLE OPER/MAINT/PURCH (NON STUDENT) | 0.00 | 0.00 | 0.00 | 0.00 |
| 2710 | VEHICLE OPER/MAINT/PURCH (STUDENT) | | | | |
| 01 2710 110 000 | TRANSPORTATION Salaries | 150,000.00 | 12,164.94 | 95.24 | 7,138.03 |
| 01 2710 210 000 | TRANSP GROUP INSURANCE | 20,700.00 | 2,941.99 | 139.20 | (8,113.95) |
| 01 2710 220 000 | TRANSP SOCIAL SECURITY | 8,000.00 | 879.03 | 130.32 | (2,425.83) |
| 01 2710 230 000 | TRANSP RETIREMENT | 13,000.00 | 1,185.45 | 105.32 | (691.52) |
| 01 2710 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2710 260 000 | Unemployment Payments | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2710 271 000 | Workmen's Compensation | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2710 280 000 | TRANSP LTD/STD | 700.00 | 50.58 | 69.34 | 214.64 |
| 01 2710 330 000 | TRANSP STAFF DEV/TRN | 0.00 | 0.00 | 0.00 | (250.00) |
| 01 2710 340 000 | VEHICLE REPAIRS/MAINT | 0.00 | 455.00 | 0.00 | (10,686.60) |
| 01 2710 610 000 | VEHICLE PARTS/SUPPLIES | 15,000.00 | 1,022.06 | 53.99 | 6,900.88 |
| 01 2710 626 000 | GAS & DIESEL | 40,000.00 | 10,717.42 | 117.92 | (7,169.13) |
| 01 2710 732 000 | Bus Acquisition (pupil) | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2710 890 000 | Transp. Other Expense | 1,500.00 | 0.00 | 151.36 | (770.47) |
| 2710 | VEHICLE OPER/MAINT/PURCH (STUDENT) | 248,900.00 | 29,416.47 | 106.37 | (15,853.95) |
| 2712 | VEHICLE OPER/MAINT/PURCH (SPED) | | | | |
| 01 2712 110 000 | Sped Transportation Salaries | 14,000.00 | 1,097.58 | 139.62 | (5,546.12) |
| 01 2712 210 000 | SPED TRANSP Group Ins | 0.00 | 36.47 | 0.00 | (694.49) |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|--|----------------|-----------------------|-------------|----------------------|
| 01 2712 220 000 | SPED TRANSP Soc Sec | 1,000.00 | 83.15 | 147.96 | (479.64) |
| 01 2712 230 000 | SPED TRANS Retirement | 1,000.00 | 108.36 | 193.01 | (930.09) |
| 01 2712 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2712 280 000 | SPED TRANSP LTD/STD | 0.00 | 4.60 | 0.00 | (57.89) |
| 01 2712 332 000 | SPED Mileage to Parents | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 2712 626 000 | SPED GAS/DIESEL FUEL | 1,500.00 | 1,014.50 | 286.31 | (2,794.70) |
| 01 2712 732 000 | SPED VEHICLE OP/MAINT/PURCH | 0.00 | 0.00 | 0.00 | 0.00 |
| 2712 | VEHICLE OPER/MAINT/PURCH (SPED) | 17,500.00 | 2,344.66 | 160.02 | (10,502.93) |
| 2732 | SPED Vehicle Rep/Maint | | | | |
| 01 2732 430 000 | SPED Vehicle Rep/Maint | 0.00 | 0.00 | 0.00 | 0.00 |
| 2732 | SPED Vehicle Rep/Maint | 0.00 | 0.00 | 0.00 | 0.00 |
| 2792 | SPED Transp Services | | | | |
| 01 2792 510 000 | Sped Transportation | 0.00 | 0.00 | 0.00 | 0.00 |
| 2792 | SPED Transp Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 2900 | OTHER SUPPORT SERVICES | | | | |
| 01 2900 890 000 | Non-Revenue/Other Support Serv | 0.00 | 0.00 | 0.00 | 0.00 |
| 2900 | OTHER SUPPORT SERVICES | 0.00 | 0.00 | 0.00 | 0.00 |
| 3300 | COMMUNITY SERV OPER | | | | |
| 01 3300 890 000 | COMMUNITY SERVICE OP/MISC | 0.00 | 0.00 | 0.00 | 0.00 |
| 3300 | COMMUNITY SERV OPER | 0.00 | 0.00 | 0.00 | 0.00 |
| 3400 | FOUNDATION GRANT | | | | |
| 01 3400 610 000 | Foundation Grant Expenditures | 0.00 | 0.00 | 0.00 | 0.00 |
| 3400 | FOUNDATION GRANT | 0.00 | 0.00 | 0.00 | 0.00 |
| 3535 | HIGH ABILITY LEARNERS | | | | |
| 01 3535 111 003 | High Ability Learners | 7,000.00 | 574.58 | 82.08 | 1,254.20 |
| 01 3535 211 003 | HAL Group Insurance | 3,500.00 | 182.67 | 52.19 | 1,673.30 |
| 01 3535 221 003 | HAL Social Security | 550.00 | 44.02 | 80.05 | 109.73 |
| 01 3535 231 003 | HAL Retirement | 750.00 | 56.76 | 75.68 | 182.40 |
| 01 3535 237 003 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 3535 281 003 | HAL LTD/STD | 25.00 | 3.62 | 144.80 | (11.20) |
| 01 3535 610 003 | HAL Supplies | 1,000.00 | 0.00 | 0.00 | 1,000.00 |
| 01 3535 650 003 | High Ability Software | 0.00 | 0.00 | 0.00 | (140.40) |
| 01 3535 733 003 | HAL Furniture & Equipment | 0.00 | 0.00 | 0.00 | 0.00 |
| 3535 | HIGH ABILITY LEARNERS | 12,825.00 | 861.65 | 68.28 | 4,068.03 |
| 3541 | EARLY CHILDHOOD ENDOWMENT GRANTS | | | | |
| 01 3541 111 003 | Sixpence Coordinator Salaries | 15,000.00 | 1,374.00 | 95.33 | 700.00 |
| 01 3541 112 003 | SIXPENCE SALARIES AIDE | 5,000.00 | 2,868.53 | 626.37 | (26,318.38) |
| 01 3541 211 003 | Sixpence Coord Group Insurance | 6,000.00 | 478.44 | 79.74 | 1,215.60 |
| 01 3541 212 003 | GROUP INSURANCE - AIDE | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 3541 221 003 | Coord. Social Security | 1,500.00 | 100.15 | 66.75 | 498.70 |
| 01 3541 222 003 | SOCIAL SECURITY AIDE | 0.00 | 220.67 | 0.00 | (2,405.41) |
| 01 3541 231 003 | Coord. Retirement | 1,500.00 | 135.72 | 90.48 | 142.80 |
| 01 3541 232 003 | SIXPENCE RETIREMENT - AIDE | 0.00 | 283.35 | 0.00 | (3,093.56) |
| 01 3541 237 003 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 3541 281 003 | Coordinator LTD/STD | 30.00 | 9.21 | 298.67 | (59.60) |
| 01 3541 282 003 | LTD/STD AIDE | 0.00 | 16.06 | 0.00 | (125.21) |
| 01 3541 330 003 | Sixpence Travel/Staff Development | 0.00 | 23.29 | 0.00 | (1,229.38) |
| 01 3541 333 003 | Sixpence Mileage to Staff | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 3541 340 003 | Sixpence Professional Services | 0.00 | 0.00 | 0.00 | 0.00 |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|--|----------------|-----------------------|-------------|----------------------|
| 01 3541 580 003 | Sixpence Travel Expenses | 1,500.00 | 0.00 | 0.00 | 1,500.00 |
| 01 3541 610 003 | Sixpence Supplies/Family Inv | 3,500.00 | 0.00 | 27.88 | 2,524.11 |
| 01 3541 733 003 | Sixpence Furniture and Equipment | 0.00 | 0.00 | 0.00 | (519.00) |
| 3541 | EARLY CHILDHOOD ENDOWMENT GRANTS | 34,030.00 | 5,509.42 | 179.84 | (27,169.33) |
| 3570 | Teacher Eval Grant | | | | |
| 01 3570 610 000 | Teacher Eval Grant | 0.00 | 0.00 | 0.00 | 0.00 |
| 3570 | Teacher Eval Grant | 0.00 | 0.00 | 0.00 | 0.00 |
| 4300 | OTHER PROFESSIONAL SERVICES | | | | |
| 01 4300 340 000 | PROFESSIONAL SERVICES-ARCHIT/ENGINEER | 0.00 | 0.00 | 0.00 | (2,000.00) |
| 4300 | OTHER PROFESSIONAL SERVICES | 0.00 | 0.00 | 0.00 | (2,000.00) |
| 4411 | IDEA PART B EARLY INTERVENING SERVICES | | | | |
| 01 4411 610 003 | IDEA Part B-Early Interven. (Rtl) | 0.00 | 0.00 | 0.00 | 0.00 |
| 4411 | IDEA PART B EARLY INTERVENING SERVICES | 0.00 | 0.00 | 0.00 | 0.00 |
| 4412 | IDEA PART B PROPORTIONATE SHARE | | | | |
| 01 4412 591 003 | IDEA Prof. Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 4412 | IDEA PART B PROPORTIONATE SHARE | 0.00 | 0.00 | 0.00 | 0.00 |
| 4900 | OTHER FEDERAL EXPENDITURES | | | | |
| 01 4900 610 003 | Drug Education - Supplies | 0.00 | 0.00 | 0.00 | 0.00 |
| 4900 | OTHER FEDERAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 |
| 6200 | FEDERAL-TITLE I PART A ESSA | | | | |
| 01 6200 111 002 | Title I SALARIES MS TCHR/PROF | 0.00 | 3,347.60 | 0.00 | (23,433.20) |
| 01 6200 111 003 | Title I, Part A ELEM SALARIES | 155,000.00 | 6,720.14 | 55.25 | 69,361.83 |
| 01 6200 112 003 | Title I - Aide Salaries | 35,307.00 | 0.00 | 0.00 | 35,307.00 |
| 01 6200 113 003 | Title I Substitute Salaries | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6200 211 002 | Title I GROUP INS MS TCHR/PROF | 0.00 | 454.13 | 0.00 | (3,178.91) |
| 01 6200 211 003 | Title I Group Insurance | 45,000.00 | 2,022.14 | 55.10 | 20,205.52 |
| 01 6200 221 002 | Title I MS SOC SEC TCHR/PROF | 0.00 | 246.72 | 0.00 | (1,727.04) |
| 01 6200 221 003 | Title I Social Security TCHR | 15,000.00 | 494.92 | 42.22 | 8,666.28 |
| 01 6200 223 003 | Title I SOC SEC SUB TCHR | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6200 231 002 | Title I RET MS TCHR/PROF | 0.00 | 330.67 | 0.00 | (2,314.69) |
| 01 6200 231 003 | Title I Retirement EL | 18,000.00 | 663.80 | 47.00 | 9,540.85 |
| 01 6200 237 003 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6200 281 002 | Title I MS LTD/STD TCHR/PROF | 0.00 | 23.16 | 0.00 | (162.12) |
| 01 6200 281 003 | Title I LTD/STD | 200.00 | 45.61 | 286.83 | (373.66) |
| 01 6200 330 003 | Title I Staff Dev/Training | 500.00 | 0.00 | 59.00 | 205.00 |
| 01 6200 560 003 | Title I Computer Hardware | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6200 580 003 | Title I Travel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6200 610 003 | Title I Supplies | 5,000.00 | 0.00 | 0.00 | 5,000.00 |
| 01 6200 650 003 | Title I Computer Software | 500.00 | 0.00 | 20.00 | 400.01 |
| 01 6200 733 003 | Title I Furniture & Equipment | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6200 890 003 | Title I Misc. Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 6200 | FEDERAL-TITLE I PART A ESSA | 274,507.00 | 14,348.89 | 57.20 | 117,496.87 |
| 6210 | FEDERAL-TITLE I PART A ACCTBLTY | | | | |
| 01 6210 330 003 | Title I Acctblty TRAVEL/Training EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6210 610 003 | Title I Acctblty SUPPLIES | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6210 650 003 | Title I Acctblty COMPUTER SOFTWARE | 0.00 | 0.00 | 0.00 | 0.00 |
| 6210 | FEDERAL-TITLE I PART A ACCTBLTY | 0.00 | 0.00 | 0.00 | 0.00 |
| 6406 | FEDERAL-IDEA PART B (611) BASE AGE 3-4 | | | | |

Expenditure Report by Function/Object -
Detail_KW

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|--|----------------|-----------------------|-------------|----------------------|
| 01 6406 340 000 | SPED-IDEA- 3-5 other PROF SERV | 0.00 | 0.00 | 0.00 | (304.89) |
| 01 6406 591 003 | IDEA Preschool 3-5 Prf Serv | 0.00 | 0.00 | 0.00 | (899.94) |
| 6406 | FEDERAL-IDEA PART B (611) BASE AGE 3-4 | 0.00 | 0.00 | 0.00 | (1,204.83) |
| 6408 | FEDERAL-IDEA PART B (611) BASE AGE 0-4 | | | | |
| 01 6408 111 003 | IDEA Part B Base Salary (prek BAF) | 40,000.00 | 1,049.25 | 26.23 | 29,507.50 |
| 01 6408 112 003 | IDEA Part B Base Aide (prek BAF) | 0.00 | 2,946.52 | 0.00 | (12,821.32) |
| 01 6408 211 003 | IDEA Part B Base Ins. (prek BAF) | 1,000.00 | 407.37 | 407.37 | (3,073.70) |
| 01 6408 221 003 | IDEA Part B Base Soc.Sec. (prek BA | 1,000.00 | 80.63 | 80.63 | 193.70 |
| 01 6408 222 003 | IDEA SOC SEC PARA | 0.00 | 227.04 | 0.00 | (986.57) |
| 01 6408 231 003 | IDEA Part B Base Ret. (prek BAF) | 1,000.00 | 103.64 | 103.64 | (36.40) |
| 01 6408 232 003 | IDEA RETIREMT PARA | 0.00 | 291.04 | 0.00 | (1,266.44) |
| 01 6408 237 003 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6408 281 003 | IDEA Part B Base LTD (prek BAF) | 100.00 | 4.80 | 47.96 | 52.04 |
| 01 6408 282 003 | IDEA LTD/STD PARA | 0.00 | 21.33 | 0.00 | (74.70) |
| 01 6408 340 003 | IDEA 0-4 YO Prof Services | 5,000.00 | 1,134.50 | 248.85 | (7,442.25) |
| 01 6408 591 003 | IDEA Part B 0-2 YO Prof Services B | 10,000.00 | 1,159.15 | 90.93 | 907.21 |
| 01 6408 610 003 | IDEA BAF SUPPLIES | 0.00 | 0.00 | 0.00 | (877.17) |
| 01 6408 732 003 | IDEA Part B - Vehicle Aq. | 0.00 | 0.00 | 0.00 | 0.00 |
| 6408 | FEDERAL-IDEA PART B (611) BASE AGE 0-4 | 58,100.00 | 7,425.27 | 92.97 | 4,081.90 |
| 6410 | FEDERAL-IDEA PART E/P (619) | | | | |
| 01 6410 112 003 | IDEA E/P - Salaries | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6410 340 003 | SPED IDEA E/P 619 | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6410 560 003 | Sped IDEA - Computer Hard. | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6410 591 003 | IDEA E/P 3-5 YO Contracted Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6410 610 003 | IDEA E/P Supplies | 0.00 | 0.00 | 0.00 | 0.00 |
| 6410 | FEDERAL-IDEA PART E/P (619) | 0.00 | 0.00 | 0.00 | 0.00 |
| 6412 | IDEA Non-Public | | | | |
| 01 6412 111 003 | IDEA Non-Public SALARIES | 6,500.00 | 499.64 | 76.87 | 1,503.60 |
| 01 6412 211 003 | GROUP INSURANCE TCHR/PROF | 100.00 | 193.99 | 1,939.90 | (1,839.90) |
| 01 6412 221 003 | IDEA SOCIAL SECURITY TCHR/PROF | 500.00 | 38.39 | 76.78 | 116.10 |
| 01 6412 231 003 | IDEA RETIREMENT TCHR/PROF | 1,000.00 | 49.35 | 49.35 | 506.50 |
| 01 6412 281 003 | IDEA LTD/STD TCHR/PROF | 100.00 | 2.28 | 22.80 | 77.20 |
| 6412 | IDEA Non-Public | 8,200.00 | 783.65 | 95.57 | 363.50 |
| 6969 | Title IV ESSA/SSAE Grant | | | | |
| 01 6969 111 000 | TITLE IV SALARIES TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6969 211 000 | TITLE IV GROUP INS TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6969 221 000 | TITLE IV SOCIAL SEC TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6969 231 000 | TITLE IV RETIREMENT TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6969 281 000 | TITLE IV LTD/STD TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6969 340 000 | Title IV ESSA/SSAE Grant | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6969 490 000 | Title IV SSAE Grant Other Materials | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6969 610 000 | Title IV SSAE Grant Supplies | 0.00 | 0.00 | 0.00 | 0.00 |
| 6969 | Title IV ESSA/SSAE Grant | 0.00 | 0.00 | 0.00 | 0.00 |
| 6992 | FEDERAL-REAP | | | | |
| 01 6992 610 003 | REAP Grant Expend | 0.00 | 0.00 | 0.00 | 0.00 |
| 6992 | FEDERAL-REAP | 0.00 | 0.00 | 0.00 | 0.00 |
| 6996 | COVID / ESSER | | | | |
| 01 6996 111 000 | ESSERS I SALARIES TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 112 000 | COVID CARES ACT SALARIES | 0.00 | 0.00 | 0.00 | 0.00 |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|-----------------|---|----------------|-----------------------|-------------|----------------------|
| 01 6996 132 000 | COVID OVERTIME AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 210 000 | COVID GROUP INS NON-INSTR | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 211 000 | ESSERS I GROUP INS TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 221 000 | ESSERS I SOC SEC TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 222 000 | COVID SOC SEC AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 231 000 | ESSERS I RET TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 232 000 | COVID RETIREMT AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 281 000 | ESSERS I LTD/STD TCHR/PROF | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 282 000 | COVID LTD/STD AIDE/PARA | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 320 000 | ESSERS I EDUC SERV SUPPORT | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 610 000 | COVID/ESSER SUPPLIES | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 643 000 | COVID WEB/CLOUD BASED SOFTWARE | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6996 733 000 | ESSERS/CARES ACT FURNITURE/FIXTURES | 0.00 | 0.00 | 0.00 | 0.00 |
| 6996 | COVID / ESSER | 0.00 | 0.00 | 0.00 | 0.00 |
| 6997 | ESSER II - CARES ACT | | | | |
| 01 6997 111 000 | ESSERS II SALARIES TCHR/PROF | 80,000.00 | 10,117.75 | 126.22 | (20,974.94) |
| 01 6997 211 000 | ESSERS II GROUP INS TCHR/PROF | 30,000.00 | 2,820.61 | 91.87 | 2,437.94 |
| 01 6997 221 000 | ESSERS II SOC SEC TCHR/PROF | 6,500.00 | 769.92 | 118.19 | (1,182.67) |
| 01 6997 231 000 | ESSERS II RETIREMENT TCHR/PROF | 10,000.00 | 999.42 | 99.74 | 25.84 |
| 01 6997 281 000 | ESSERS II LTD/STD TCHR/PROF | 500.00 | 81.97 | 159.20 | (296.00) |
| 01 6997 330 000 | ESSERS II -STAFF DEV/TRAINING | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6997 610 000 | ESSERS II SUPPLIES | 0.00 | 0.00 | 0.00 | (7,055.06) |
| 01 6997 650 000 | ESSERS II - TECH SUPPLIES | 1,000.00 | 0.00 | 4,023.97 | (39,239.68) |
| 01 6997 733 000 | ESSERS II (Cares Act)FURNITURE/FIXTURES | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 6997 734 000 | TECH HARDWARE / CAPITAL | 5,000.00 | 0.00 | 0.00 | 5,000.00 |
| 6997 | ESSER II - CARES ACT | 133,000.00 | 14,789.67 | 146.08 | (61,284.57) |
| 6998 | ESSERS III Cares Act Funding | | | | |
| 01 6998 330 000 | ESSERS III (Cares) Staff Developmt | 0.00 | 0.00 | 0.00 | (6,723.00) |
| 01 6998 733 000 | ESSERS III (Cares)FURNITURE/FIXTURES | 0.00 | 0.00 | 0.00 | 0.00 |
| 6998 | ESSERS III Cares Act Funding | 0.00 | 0.00 | 0.00 | (6,723.00) |
| 8000 | TRANSFERS (OUTGOING) | | | | |
| 01 8000 912 000 | TRANSFER TO HOT LUNCH | 50,000.00 | 0.00 | 70.00 | 15,000.00 |
| 01 8000 913 000 | TRANSFER TO ACTIVITY ACCT | 50,000.00 | 0.00 | 0.00 | 50,000.00 |
| 01 8000 917 000 | TRANSFER TO EE BEN FUND | 0.00 | 0.00 | 0.00 | 0.00 |
| 8000 | TRANSFERS (OUTGOING) | 100,000.00 | 0.00 | 35.00 | 65,000.00 |
| 9000 | NON-PROGRAM EXPENDITURES | | | | |
| 01 9000 110 000 | Kitchen Payroll | 65,000.00 | 3,579.54 | 92.56 | 4,833.13 |
| 01 9000 210 000 | KITCHEN GROUP INS | 20,500.00 | 1,028.21 | 48.67 | 10,523.49 |
| 01 9000 220 000 | KITCHEN SOCIAL SECURITY | 3,600.00 | 180.12 | 104.08 | (147.03) |
| 01 9000 230 000 | KITCHEN RETIREMENT | 6,000.00 | 261.65 | 83.27 | 1,003.96 |
| 01 9000 237 000 | Increased Retirement Contribution Rate | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 9000 260 000 | UNEMPLOYMENT PMTS | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 9000 280 000 | KITCHEN LTD | 500.00 | 24.82 | 47.16 | 264.21 |
| 01 9000 900 000 | MISC EXP-expected carryover | 10,000.00 | 0.00 | 0.00 | 10,000.00 |
| 9000 | NON-PROGRAM EXPENDITURES | 105,600.00 | 5,074.34 | 74.93 | 26,477.76 |
| 9003 | REPAYMENT OF INTERFUND LOAN FR BLDG | | | | |
| 01 9003 001 000 | INTERFUND LOANS | 0.00 | 0.00 | 0.00 | 0.00 |

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|----------------|-------------------------------------|----------------|-----------------------|-------------|----------------------|
| 9003 | REPAYMENT OF INTERFUND LOAN FR BLDG | 0.00 | 0.00 | 0.00 | 0.00 |
| 01 | GENFRAI FUND | 6,567,532.00 | 611,609.21 | 94.52 | 360,149.02 |

**Expenditure Report by Function/Object -
Detail_KW**

06/09/2022 12:37 PM

Regular; Processing Month 06/2022; Fund Number 01

User ID: KAW

| Account Number | Account Description | Revised Budget | Expended During Month | % of Budget | Unencumbered Balance |
|----------------|---------------------|----------------|--------------------------|-------------|-------------------------|
| Grand Total: | | 6,567,532.00 | 611,609.21 | 94.52 | 360,149.02 |

Regular; Processing Month 05/2022; Accounts to Include Accounts with Activity; Fund Number 01

Fund: 01 GENERAL FUND

| <u>Account Number</u> | <u>Description</u> | <u>Revised Budget</u> | <u>During Month</u> | <u>To Date</u> | <u>% of Budget</u> | <u>Budget Balance</u> |
|-----------------------|--|-----------------------|---------------------|----------------|--------------------|-----------------------|
| 01 1100 | Taxes Levied/Assessed | 5,734,149.00 | 1,255,847.88 | 4,719,294.56 | 82.30 | 1,014,854.44 |
| 01 1115 | Carline Tax | 9,500.00 | 14,587.57 | 18,751.30 | 197.38 | (9,251.30) |
| 01 1125 | Motor Vehicle Tax | 225,000.00 | 16,901.09 | 198,086.58 | 88.04 | 26,913.42 |
| 01 1140 | Penalties/Int on Taxes | 0.00 | 61.34 | 14,490.81 | 0.00 | (14,490.81) |
| 01 1311 | Tuition Drivers Education | 0.00 | 1,600.00 | 4,450.00 | 0.00 | (4,450.00) |
| 01 1312 | Summer School Tuition | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 |
| 01 1315 | Tuition from other entities(early entry) | 0.00 | 0.00 | 780.00 | 0.00 | (780.00) |
| 01 1370 | Preschool tuition | 20,000.00 | 930.00 | 22,084.00 | 110.42 | (2,084.00) |
| 01 1510 | Interest earned | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 01 1800 1810 | Fitness Center Dues | 1,600.00 | 650.00 | 2,450.00 | 153.13 | (850.00) |
| 01 1800 1830 | Laptop Fees | 5,000.00 | 159.00 | 5,599.00 | 111.98 | (599.00) |
| 01 1800 1840 | Industrial Arts Fees | 1,500.00 | 217.50 | 816.50 | 54.43 | 683.50 |
| 01 1911 | Local license fees | 500.00 | 38.75 | 436.57 | 87.31 | 63.43 |
| 01 1920 | Contributions/Donations | 0.00 | 0.00 | 75.00 | 0.00 | (75.00) |
| 01 1921 | City-Police court fines | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 01 1925 | Grant Receipts | 30,000.00 | 0.00 | 43,699.50 | 145.67 | (13,699.50) |
| 01 1990 | Misc local revenue (garn) | 1,000.00 | 5.00 | 64.70 | 6.47 | 935.30 |
| 01 2110 | County Fines & Licence Fees | 40,000.00 | 6,018.65 | 43,011.82 | 107.53 | (3,011.82) |
| 01 2130 | Other County Sources | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 01 2210 | ESU Receipts | 6,000.00 | 0.00 | 5,097.51 | 84.96 | 902.49 |
| 01 3110 | State Aid | 39,250.00 | 7,850.00 | 35,325.00 | 90.00 | 3,925.00 |
| 01 3120 | SPED School Age (SA) | 415,000.00 | 79,047.00 | 435,861.00 | 105.03 | (20,861.00) |
| 01 3125 | SPED Transportation (SA) | 6,500.00 | 11,219.00 | 11,219.00 | 172.60 | (4,719.00) |
| 01 3130 | Homestead Exemption | 35,000.00 | 6,877.78 | 52,683.10 | 150.52 | (17,683.10) |
| 01 3131 | Property tax credit | 0.00 | 35,644.50 | 554,147.86 | 0.00 | (554,147.86) |
| 01 3133 | Nameplate Capacity Tax (windmills) | 0.00 | 0.00 | 61,775.04 | 0.00 | (61,775.04) |
| 01 3180 | Pro Rate Motor Vehicle | 30,000.00 | 776.67 | 12,059.20 | 40.20 | 17,940.80 |
| 01 3400 | State apportionment | 65,000.00 | 0.00 | 52,487.02 | 80.75 | 12,512.98 |
| 01 3535 | High ability learners | 3,500.00 | 0.00 | 4,260.00 | 121.71 | (760.00) |
| 01 3541 | Sixpence Grant Receipts | 86,000.00 | 0.00 | 65,226.00 | 75.84 | 20,774.00 |
| 01 3990 | Other State Receipts | 0.00 | 0.00 | 2.82 | 0.00 | (2.82) |
| 01 4310 | REAP Grants | 50,000.00 | 15,596.00 | 65,008.00 | 130.02 | (15,008.00) |
| 01 4505 | Title I, Part A ESSA | 109,000.00 | 0.00 | 0.00 | 0.00 | 109,000.00 |
| 01 4516 | IDEA PreK Base (619) Age 3-5 | 5,000.00 | 0.00 | 1,529.00 | 30.58 | 3,471.00 |
| 01 4518 | SPED - IDEA Base/Enr Pov | 275,000.00 | 0.00 | 248,316.00 | 90.30 | 26,684.00 |
| 01 4521 | IDEA Part B, Propt, Age 3-21 | 9,882.00 | 0.00 | 5,957.00 | 60.28 | 3,925.00 |
| 01 4705 | Flood control | 0.00 | 0.00 | 12,369.53 | 0.00 | (12,369.53) |
| 01 4709 | Medicaid Admin Activities MAAPS | 18,500.00 | 5,225.48 | 14,863.69 | 80.34 | 3,636.31 |
| 01 4969 | TITLE IV (6969) | 0.00 | 0.00 | 10,000.00 | 0.00 | (10,000.00) |
| 01 4996 | CARES ACT - ESSERS 1 | 0.00 | 0.00 | 69,466.00 | 0.00 | (69,466.00) |
| 01 4997 | Cares Act - ESSERS II | 0.00 | 104,326.00 | 229,334.00 | 0.00 | (229,334.00) |
| 01 5200 | Fund Transfers In (from other HTRS fund) | 0.00 | 0.00 | 9,005.24 | 0.00 | (9,005.24) |
| 01 5300 | Sale of Property | 0.00 | 0.00 | 102.75 | 0.00 | (102.75) |
| 01 5301 | Insurance refunds/adjustments | 0.00 | 0.00 | 3,448.00 | 0.00 | (3,448.00) |
| 01 5500 | TRANSFERS FROM FUNDS (INCOMING) | 0.00 | 0.00 | 41,369.63 | 0.00 | (41,369.63) |
| 01 5690 | Other Non-revenue Receipt | 0.00 | 108.26 | 3,057.54 | 0.00 | (3,057.54) |
| 01 9000 | Non-programmed Receipts | 0.00 | 8,179.31 | 23,673.03 | 0.00 | (23,673.03) |
| | Fund Total: | 7,228,481.00 | 1,571,866.78 | 7,101,733.30 | 98.25 | 126,747.70 |

Revenue Summary Report

Processing Month: 05/2022

Regular; Processing Month 05/2022; Accounts to Include Accounts with
Activity; Fund Number 01

| | <u>Revised Budget</u> | <u>During Month</u> | <u>To Date</u> | <u>% of Budget</u> | <u>Budget Balance</u> |
|--------------|-----------------------|---------------------|----------------|--------------------|-----------------------|
| Grand Total: | 7,228,481.00 | 1,571,866.78 | 7,101,733.30 | 98.25 | 126,747.70 |

**HTRS ACCOUNT BALANCES - Cash on Hand
5.31.2022**

| | | |
|----------------------|-------|----------------|
| ACTIVITY ACCOUNT | x488 | \$69,820.58 |
| BREAKFAST/LUNCH | x462 | \$71,011.22 |
| BUILDING FUND | x0640 | \$622,174.32 |
| DEPRECIATION | x3541 | \$626,058.26 |
| EMPLOYEE BEN FUND MM | x7455 | \$164,854.94 |
| GENERAL FUND | x2567 | \$2,533,475.30 |
| OFFICE ACCOUNT | x3638 | \$4,550.54 |
| PAYROLL FUND | x2648 | \$18,142.33 |
| QCPUF | x2583 | \$6,818.90 |
| STUDENT FEES | x5156 | \$12,361.03 |

| | | | |
|--|------------------|----|---------|
| INTERNAL TRANSFERS | | | |
| <u>GENERAL to LUNCH FUND</u> | <u>12/1/2021</u> | \$ | 20,000 |
| | <u>2/14/2022</u> | \$ | 5,000 |
| INTERNAL LOANS & TRANSFERS | | | |
| <u>*OUTSTANDING*</u> | | | |
| BUILDING loaned to QCPUF 11/2020 for final New Addition payment | | \$ | 13,500 |
| <u>*RESOLVED*</u> | | | |
| BUILDING loaned to GENERAL 12/2020 *Repaid 5.14.2021 | | \$ | 75,000 |
| BUILDING loaned to GENERAL 12/2020 *Repaid 5.14.2021 | | \$ | 100,000 |
| TRANSFER/REIMBURSE | | | |
| EE BEN FUND reimbursed GENERAL 12/2020 | | \$ | 81,032 |
| EE BEN FUND reimbursed GENERAL 12/2020 | | \$ | 81,000 |

Activity Fund Balance Report - Summary - Exclude Encumbrances

05/2022 - 05/2022

Regular; Beginning Month 05/2022; Processing Month 05/2022; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

| Chart of Account Number | Chart of Account Description | Beginning Balance | Expenses | Revenues | Balance Change | Balance |
|-------------------------|--------------------------------|-------------------|----------|----------|----------------|-------------|
| 05 704 0099 | 2026 | 1,644.53 | 0.00 | 0.00 | 0.00 | 1,644.53 |
| 05 704 0100 | Athletics - Miscellaneous | (25,827.17) | 1,981.32 | 204.00 | 0.00 | (27,604.49) |
| 05 704 0122 | 2025 | 2,417.66 | 0.00 | 0.00 | 0.00 | 2,417.66 |
| 05 704 0123 | 2021 | 2,248.13 | 0.00 | 0.00 | 0.00 | 2,248.13 |
| 05 704 0124 | 2023 | 5,207.54 | 410.79 | 0.00 | 0.00 | 4,796.75 |
| 05 704 0125 | 2024 | 2,105.68 | 0.00 | 0.00 | 0.00 | 2,105.68 |
| 05 704 0126 | 2022 | 655.74 | 180.00 | 743.17 | 0.00 | 1,218.91 |
| 05 704 0135 | Annual | 2,940.07 | 0.00 | 1,760.00 | 0.00 | 4,700.07 |
| 05 704 0136 | Drill Team | 1,100.19 | 0.00 | 0.00 | 0.00 | 1,100.19 |
| 05 704 0137 | Track | 1,024.70 | 1,378.00 | 248.00 | 0.00 | (105.30) |
| 05 704 0138 | Concession | (8,590.73) | 0.00 | 0.00 | 0.00 | (8,590.73) |
| 05 704 0139 | FCS | 300.00 | 0.00 | 0.00 | 0.00 | 300.00 |
| 05 704 0140 | Industrial Arts | 3,976.12 | 0.00 | 0.00 | 0.00 | 3,976.12 |
| 05 704 0141 | One Act | 550.55 | 0.00 | 0.00 | 0.00 | 550.55 |
| 05 704 0142 | Student Council - H S | 878.04 | 36.00 | 36.00 | 0.00 | 878.04 |
| 05 704 0143 | H.S. Youth Leadership | 5,752.26 | 439.20 | 0.00 | 0.00 | 5,313.06 |
| 05 704 0144 | H.S. Cheerleading | 2,009.01 | 0.00 | 911.00 | 0.00 | 2,920.01 |
| 05 704 0145 | Legion Scholarship | 1,321.96 | 0.00 | 0.00 | 0.00 | 1,321.96 |
| 05 704 0146 | Foundation Scholarship | 0.00 | 2,125.00 | 3,250.00 | 0.00 | 1,125.00 |
| 05 704 0147 | Donations | 8,065.61 | 434.52 | 3.20 | 0.00 | 7,634.29 |
| 05 704 0148 | Activities | 8,938.88 | 2,580.82 | 518.50 | 0.00 | 6,876.56 |
| 05 704 0149 | Library | 6,293.91 | 0.00 | 123.80 | 0.00 | 6,417.71 |
| 05 704 0150 | Wrestling | (717.36) | 0.00 | 0.00 | 0.00 | (717.36) |
| 05 704 0151 | Grants & Scholarships | 4,200.88 | 380.43 | 0.00 | 0.00 | 3,820.45 |
| 05 704 0152 | Elementary | 671.21 | 0.00 | 0.00 | 0.00 | 671.21 |
| 05 704 0154 | Music (new) | 431.90 | 1,125.00 | 0.00 | 0.00 | (693.10) |
| 05 704 0155 | Snack Cart | (211.77) | 925.78 | 811.22 | 0.00 | (326.33) |
| 05 704 0156 | Leap Program | 4,564.00 | 0.00 | 0.00 | 0.00 | 4,564.00 |
| 05 704 0157 | COF | 2,519.43 | 71.98 | 0.00 | 0.00 | 2,447.45 |
| 05 704 0161 | StuCo - Middle School | 2,186.19 | 0.00 | 0.00 | 0.00 | 2,186.19 |
| 05 704 0162 | Mock Trial | 705.43 | 0.00 | 0.00 | 0.00 | 705.43 |
| 05 704 0163 | Volleyball Club | 5,489.46 | 225.00 | 815.00 | 0.00 | 6,079.46 |
| 05 704 0164 | Golf Club | 2,954.50 | 0.00 | 0.00 | 0.00 | 2,954.50 |
| 05 704 0165 | Middle School-Youth Leadership | 1,031.66 | 0.00 | 0.00 | 0.00 | 1,031.66 |
| 05 704 0166 | Power Lifting | 2,957.30 | 0.00 | 0.00 | 0.00 | 2,957.30 |
| 05 704 0168 | Speech | 1,034.31 | 0.00 | 239.00 | 0.00 | 1,273.31 |

Regular, Beginning Month 05/2022; Processing Month 05/2022; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

| <u>Chart of Account Number</u> | <u>Chart of Account Description</u> | <u>Beginning Balance</u> | <u>Expenses</u> | <u>Revenues</u> | <u>Balance Change</u> | <u>Balance</u> |
|--------------------------------|-------------------------------------|--------------------------|------------------|------------------|-----------------------|------------------|
| 05 704 0169 | MS Robotics | 2,513.71 | 0.00 | 0.00 | 0.00 | 2,513.71 |
| 05 704 0171 | Boys Basketball | 3,680.28 | 0.00 | 0.00 | 0.00 | 3,680.28 |
| 05 704 0172 | Girls Basketball | 877.59 | 0.00 | 100.00 | 0.00 | 977.59 |
| 05 704 0173 | Sport Posters | 12,196.18 | 0.00 | 0.00 | 0.00 | 12,196.18 |
| 05 704 0174 | Football Club | 2,679.65 | 471.80 | 300.00 | 0.00 | 2,507.85 |
| 05 704 0175 | FFA | (2,599.83) | 110.00 | 1,131.96 | 0.00 | (1,577.87) |
| 05 704 0176 | HS Robotics | 1,166.15 | 0.00 | 0.00 | 0.00 | 1,166.15 |
| 05 704 0995 | Interest | 297.73 | 0.00 | 3.15 | 0.00 | 300.88 |
| 05 704 0996 | Service Charge | (139.01) | 4.05 | 0.00 | 0.00 | (143.06) |
| Fund Total: 05 | | 71,502.27 | 12,879.69 | 11,198.00 | 0.00 | 69,820.58 |

**Humboldt Table Tock Steinauer Public School
Breakfast/Lunch Program**

22-May

RECEIPTS

| | |
|-----------------------|--------------------|
| Lunches | \$1,620.76 |
| State Reimb. | \$22,184.84 |
| Int. | \$2.88 |
| TOTAL RECEIPTS | \$23,808.48 |

EXPENSES

| | |
|------------------|------------|
| Falls City Merc | \$4,012.97 |
| US Foods | \$23.18 |
| Sysco's | \$4,220.38 |
| HTRS Gen. | \$8,179.31 |
| Neb.Food Dist. | \$13.50 |
| Niders Grocery | \$1,330.24 |
| Larissa Burns | \$78.60 |
| Karmen Tomek | 53.6 |
| Tina Hain | 82.93 |
| Carol Schardt | 83.75 |
| Sheila Snodgrass | 100.05 |
| Mark Woolard | 27.45 |
| Pandora Worthey | 23.9 |
| Megan Howe | 34.28 |
| Brooke Milke | 29.35 |
| Cindy Stalder | 26.8 |
| Sue Stalder | 71.4 |
| Zoey Chaney | 23.75 |

TOTAL EXPENSES **\$18,415.44**

BALANCE **\$71,011.22**

REPORT TO THE HTRS BOARD OF EDUCATION

SUBMITTED BY: LISA OTHMER PK-12 PRINCIPAL JUNE, 2022

MTSS-B Staffing

One of the great things that happened because of COVID was the opportunity to take full advantage of ESSERS money to invest in our students in regard to “people” resources. The HTRS school community is very grateful for a school board that supports keeping our class sizes small. We now have the opportunity to move forward with some much needed resources for MTSS-B Tier II interventions.

MTSS-B is part of the multi-tiered systems of support for behavior. The HTRS MTSS/PBIS teams has spent a lot of time and energy to make sure our tier one support were sustainable before moving forward with tier two behavior interventions. Most schools have found themselves in similar place in regard to tier two. Through my summer training and conversations with colleagues most school have found themselves jumping from tier one (classroom level supports) directly to tier three which would be BFIT or our newly founded W.I.N. program. There is a definite gap between tier one support and tier three support. This past year it was hit and miss with tier two support due to the number of students that needed it and the availability of the staff to provide interventions. The administration team met to problem solve and moved forward with assigning a teacher specifically for SEL (Social Emotional Learning) to administer specific skill interventions much like what we do for academic skill deficits.

If this explanation has you finding yourself with more questions please follow this link to the NDE NeMTSS Framework site.

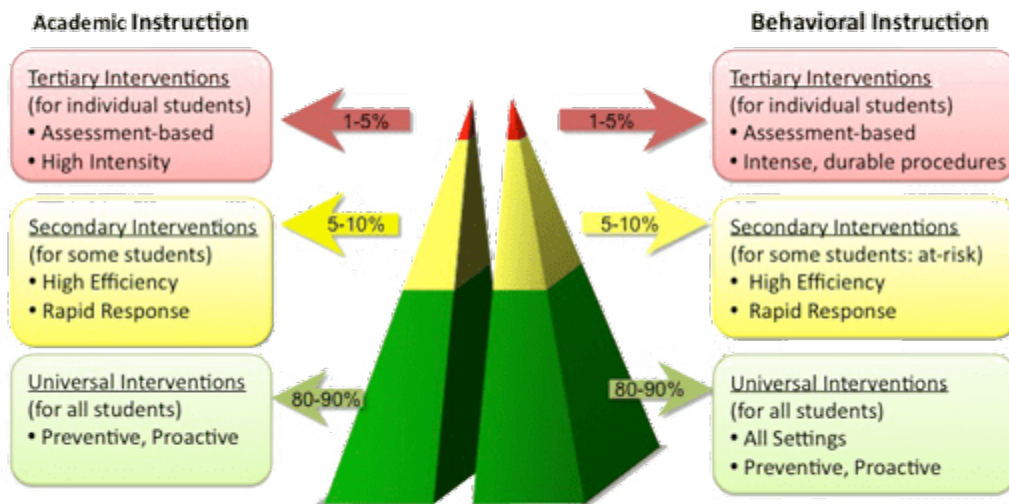
<https://www.education.ne.gov/nemtss/>

As part of AQuESTT accountability for accreditation, schools are asked what they are doing to offer supports for our students in the areas of academics, behavior, and social emotional support at each tier. Example 1 on page 3 shows what we did this past year, and example 2. shows the addition of the tier two interventionist. The 2021-2022 school was our pilot year for the Saebers Social Emotional Screener. This screener (in part) is what is used to determine what students need tier II interventions. You will see on page 3 example 1 that Candy Blecha was listed the behavior interventionist. Candy, with the assistance of Kim Standerford were instrumental in getting the SAEBERS platform up and running. This is a screener that students take three times a year just like their academic assessments. The screener focuses on Social, Academic, and Emotional Behaviors. Teachers also fill out the screener and then the results are compared to see if maybe a teacher is missing a struggle for a student or maybe they aligned with similar or no concerns. Candy was then able to try a few interventions in a limited capacity with a few of

them. We have found that there are simply too many students needing additional support and some of them don't receive resource services from the SPED department. I have not yet looked at our spring data in depth yet but the fall winter data shows the following:

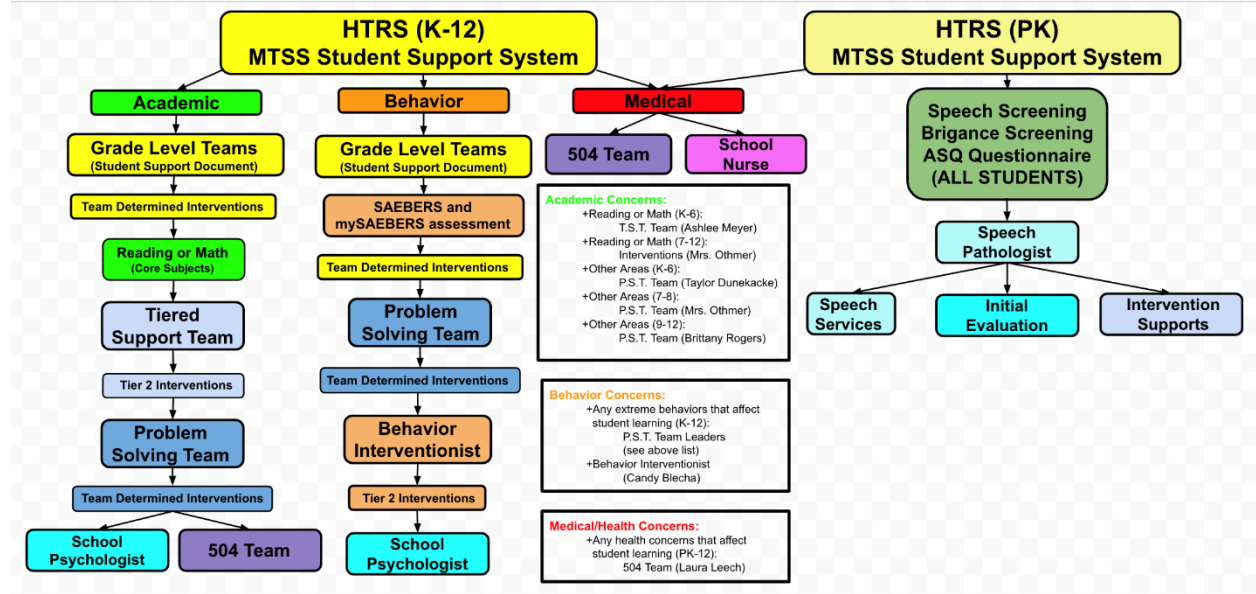
- 38 students in grades K-8 that flagged as at high risk in one or more of the behavior categories.
- Of those 38 students only 17 of them receive resource services through the SPED Dept. and only received tier two behavior interventions if there was a behavior goal in their IEP.
- 30% of our K-5 students were identified at high risk. If we think about the systems of support pyramid, we would like to see this reduced to 20%. However, we still need to show how we are supporting that 20%.

Designing Schoolwide Systems for Student Success



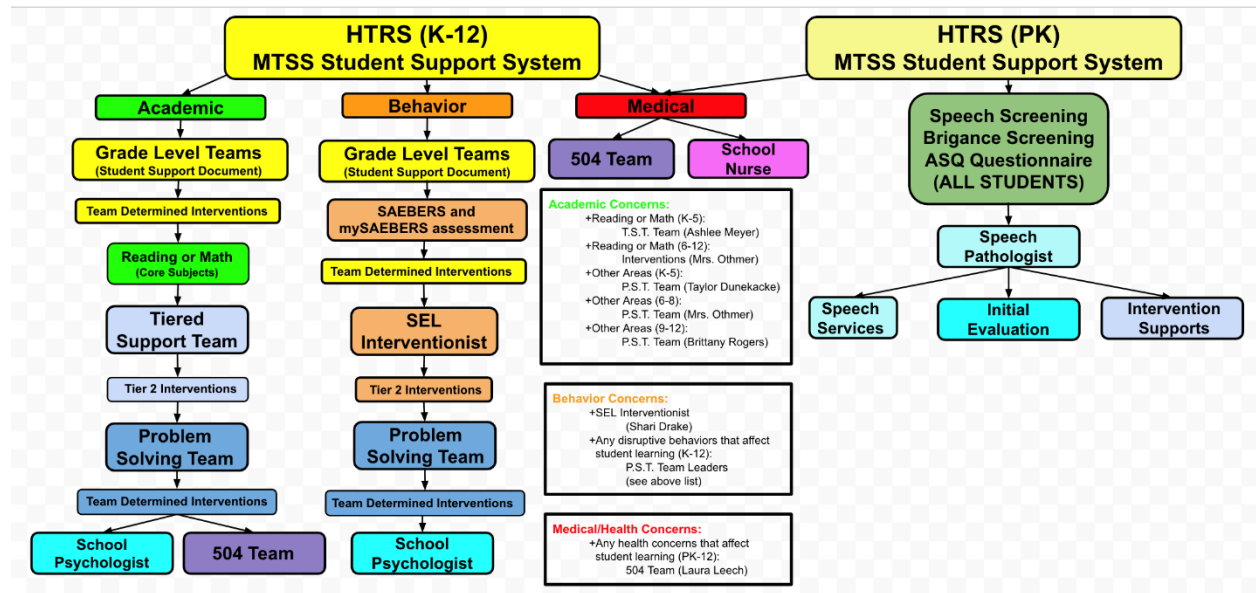
2021-2022 System Flow Chart

1.



2022-2023 System Flow Chart

2.



SEL Tier II Text Resources

In light of the controversy surrounding social emotional curriculum, it's going to be very important to be transparent with you and with our parents as we move forward with implementation. Parents will always have the option to opt. out of small group or individual intervention just like they do when administering academic intervention. We have not made the final decision about curriculum but here are a few options.

Everyday Speech

- Self-Awareness (recognizing feelings)
- Self-Management
- Social Awareness
- Relationship Skills
- Responsible Decision Making

Incredible Flexible You

- Conversation
- Emotion Awareness
- Friendship and Interaction
- Executive Functioning
- Receptive Language
- Expressive Language
- Cooperation

“A Little Spot” The Worry Woos

- Loneliness
- Worry
- Frustration
- Envy
- Insecurity

I just want to leave you with one final specific example of how tier II interventions can help kids. We had an elementary student last year that I will simply call Larry. Larry had 20 office referrals 1st semester. Think about that for a moment....there are approximately 18 weeks in a semester. After consulting with the classroom teacher, parents, administration, counselor, and Mrs. Blecha some tier two interventions were put into place. Second semester Larry only had 2 office referrals because we were meeting his needs and explicitly teaching him problem solving skills and how to manage his emotions.

Are we always going to have this kind of dramatic result? Maybe, maybe not, but I do know that we live in a world where schools have to address the needs of the whole child.

This report is getting quite lengthy but I wanted you to know the “why” behind this staffing decision. I knew MTSS-B was coming and I try to be as proactive as I can but I wasn't sure what it would look like for us. The pieces are definitely coming together and my last two day training through NeMTSS confirmed that moving forward is best practice in addressing the needs of our students.

SRO/SEL Interventionists

What do they do?

The question was raised about what a SRO does in comparison to an SEL Interventionist. As you can see, these two positions are very different in their purpose. However, I would say that a social worker may look similar in some ways to an SRO. There are a lot of schools in Nebraska that have both but they are typically bigger school districts.

| SRO | SEL Interventionist |
|--|--|
| Student and Staff Safety | Develops Behavior Plans |
| Threat Assessment Team | Develops Intervention Plans |
| Investigations | Assists in the Implementation of the Plans |
| Criminal Activity Prevention | Identifies Appropriate Interventions |
| Drug and Alcohol Education | Collects Student Behavior Data |
| Anti-Bullying Education, Digital Citizenship, Crime Prevention | Collaboration with Classroom Teachers and Administration |
| Builds Relationships with Students and Parents | Builds Relationships with Students and Parents |
| Assists in De-escalation (situational) | Assists in De-escalation |
| School Community Collaboration | Supports Tier I PBIS Expectations |
| Building Security | Administers the SAEBRS Screener |
| Camera Monitoring | Maintains Records of Student Progress |
| Comprehensive School Safety Planning | Advocates for Student Potential |

2022-2023

In addition to summer trainings we are busy getting ready for the 2022-2023 school year.

- Text Resources have been ordered
- Digital platforms have been renewed
- The teacher in-service agenda has been completed
- Elementary class splits have been drafted
- Master Schedules are close to being completed
- CPI Training
- Handbook is ready for print (waiting on the lunch policy)
- Updating course descriptions
- Advisory Groups



Board Report June, 2022

Kari S. Lottman
Assistant Principal

Summer Work

Finalizing the master schedules for both the elementary and secondary teachers and scheduling the junior high students is my main focus in June. I have put together a new bell schedule with advisory first thing in the morning next year per Mrs. Roger's request. I have rearranged the early-out and late-start schedules to reflect that change as well. The final class splits and advisory assignments will be completed when we are closer to the start of the school year since families move in and out over the summer. Finalizing agendas for the August Mentoring Day and Teacher In-services Days are being completed as well. I will be getting information ready for the August Data Retreat and work on the para schedule also.

Data Retreat

The annual ESU#4 Data Retreat will be hosted by ESU4 again this year. Our team of teachers will analyze our district's assessment, attendance, office referrals, PBIS, and socio-emotional data this year and look for trends, patterns, celebrations and challenges. We desegregate the data by various populations also to help in this endeavor as well. We look at total proficiencies as a grade level as well as individual growth. We learned last year that eduClimber significantly simplifies this process and is an amazing asset in this endeavor. I always enjoy attending Data Retreat and facilitating the teachers approach to analyzing all of our systemic data.

Mentoring Day

We are planning a Mentoring Day for all of the new staff joining HTRS next year. It is scheduled for Wednesday, August 10. We will pair up our new staff with a mentor that will help them acclimate to the District. During their time on Wednesday, they will receive a District Overview, Technology Training, MTSS Overview and complete paperwork for the district office. It is always enjoyable to witness the enthusiasm of our new staff when they join the HTRS family!

Aesop-Frontline Report

I have included a summary of staff absences from this past school year that were entered into Frontline Aesop. This chart reflects only the absences entered by the teaching staff. You may notice that the total number of absences increased significantly. The activity category increased, mostly because we had more in person competitions this year. The number of days taken for professional development increased by 73 days from 2020-2021 to 2021-2022. Additionally, the number of days taken for paid time off increased by 66 days from 2020-2021 to 2021-2022. Taking the total number of days (827) divided by the 180 days we were in session means that the district averaged 4.5 teachers gone per day.

2021-2022 School Year Absence Totals

| Absence Reason Type | % Needs Substitute | Absences Needing Substitute | % Does NOT Need Substitute | Absences NOT Needing Substitutes | % of Total Absences | Total Absences |
|--------------------------|--------------------|-----------------------------|----------------------------|----------------------------------|---------------------|----------------|
| Activity | 65.82% | 111.57 | 34.18% | 57.93 | 20.48% | 169.5 |
| Paid Time Off | 62.46% | 288.07 | 37.54% | 173.11 | 55.74% | 461.19 |
| Professional Development | 38.03% | 43.48 | 61.97% | 70.84 | 13.82% | 114.32 |
| Sick Day | 42.23% | 22.78 | 57.77% | 31.16 | 6.52% | 53.94 |
| Unpaid Leave | 87.82% | 25.03 | 12.18% | 3.47 | 3.44% | 28.5 |
| TOTALS | 59.33% | 490.93 | 40.67% | 336.51 | 100.00% | 827.44 |

2020-2021 School Year Absence Totals

| Absence Reason Type | % Needs Substitute | Absences Needing Substitute | % Does NOT Need Substitute | Absences NOT Needing Substitutes | % of Total Absences | Total Absences |
|--------------------------|--------------------|-----------------------------|----------------------------|----------------------------------|---------------------|----------------|
| Activity | 69.31% | 62.49 | 30.69% | 27.67 | 12.84% | 90.16 |
| Civil | 100.00% | 1 | 0.00% | 0 | 0.14% | 1 |
| COVID-19 Leave | 39.08% | 31.78 | 60.92% | 49.53 | 11.58% | 81.31 |
| Other | 100.00% | 1 | 0.00% | 0 | 0.14% | 1 |
| Paid Time Off | 57.47% | 227.04 | 42.53% | 168.05 | 56.26% | 395.09 |
| Professional Development | 48.77% | 20.44 | 51.23% | 21.47 | 5.97% | 41.91 |
| Sick Day | 41.21% | 17.48 | 58.82% | 24.95 | 6.04% | 42.42 |
| Unpaid Leave | 67.68% | 33.07 | 32.32% | 15.79 | 6.96% | 48.86 |
| TOTALS | 56.19% | 394.3 | 43.81% | 307.46 | 100.00% | 701.76 |

2019-2020 School Year Absence Totals

| Absence Reason Type | % Needs Substitute | Absences Needing Substitute | % Does NOT Need Substitute | Absences NOT Needing Substitutes | % of Total Absences | Total Absences |
|--------------------------|--------------------|-----------------------------|----------------------------|----------------------------------|---------------------|----------------|
| Activity | 56.57% | 61.25 | 43.43% | 47.03 | 16.01% | 108.28 |
| Other | 100.00% | 1 | 0.00% | 0 | 0.15% | 1 |
| Personal Day | 79.31% | 46 | 20.69% | 12 | 8.58% | 58 |
| Professional Development | 42.24% | 57.44 | 57.76% | 78.56 | 20.11% | 136 |
| Sick Day | 63.58% | 180.25 | 36.42% | 103.25 | 41.92% | 283.5 |
| Unpaid Leave | 76.40% | 61.5 | 23.60% | 19 | 11.90% | 80.5 |
| TOTALS | 61.06% | 407.44 | 38.94% | 259.84 | 100.00% | 667.28 |

*COVID shutdown occurred in March of 2020



NASB Monthly Update for Board Meeting Agenda Item

June 2022

Watch: June Agenda Video Update

<http://members.nasbonline.org/index.php/news-resources/videos>

While you're there ... WATCH: Don't Ever Stop

Latest 'Board Notes' – Monthly Newsletters

(www.NASBonline.org - News & Resources - Board Notes)

- *New Board Meeting Requirement: Are Your Agendas & Minutes Compliant?*
 - *Based on LB 83 which goes into effect July 31*
- *What Message is the Board Conveying to the Public at the Board Table?*
- *College and Career Ready Mathematics Standards*
- *Primary Election Results*
- *School Leaders & Law, Golf & The Archway*
- *Upcoming Events & Networking*
- *Your NASB Board of Directors & Staff*
- *Your 2022 NASB Affiliates*
- *... And Much More!*

"NASB Update – Annual Board Calendar Summary"

View the full detailed calendar at: <http://members.nasbonline.org/index.php/resources>

(www.NASBonline.org – Board Leadership – Resources)

As a board, some items you should doing, or have on the monthly agenda include:

MISSION, VISION & GOALS

- Board Self-Assessment and Goal Planning; Strategic Plan Progress Report/Update; District Goals Update

POLICY GOVERNANCE

- Bully Prevention Policy Review on or before July 1. Policy regarding appropriate relationships with students; contents on or before June 30. Annual Review Parental and Family Engagement Policy on or before July 1

ACCOUNTABILITY & STUDENT ACHIEVEMENT

- Reports; filing requirements; contents on or before July 20. Year End Assessment & Curriculum Review. Review School Improvement Plan

ADVOCACY

- Submit Legislative Resolution or Standing Position to NASB Legislation Committee

DISTRICT/ESU RESOURCES (BUDGET)

- Board/Administrators Budget Work Session. Review certificated staff & report: staff demographics, positions needed by building, # of tenured, # of non-tenured, teaching assignments, etc. Review all Maintenance and Upkeep Contracts. Review the Food Service Program. Review TeamMates Program. Review Backpack Program. Review Transportation Program. Review classified staff.

REPORTS

- Board Committees; Superintendent; Administrators. Remind board members to review their NASB Awards of Achievement points report.

BOARD LEADERSHIP DEVELOPMENT

- Review and discuss Board Governance Standard IV. Accountability and Student Achievement. New Board Member Follow-Up. NASB Golf Outing & Archway Museum Tour. NASB School Leaders and Law Conference.

NASB's Video Resources:

<http://members.nasbonline.org/index.php/news-resources/videos>

(www.NASBonline.org – News & Resources – Videos)

Legal Resources, NASB's Live & Learn Series, Member Zoom's, Q&A's with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, Monthly Board Agendas, and MUCH more!

Networking & Events ... Register Now

<http://members.nasbonline.org/index.php/events>

(www.NASBonline.org – Events)

ALICAP Summer Workshops

June 7 - Gering

June 8 - Kearney

June 9 - Lincoln

2022 NASB Board Candidate Webinars

Tuesday, June 7 - 7:00 to 8:30 PM CT

Thursday, June 9 - 12:00 to 1:30 PM CT

Wednesday, June 15 - 12:00 to 1:30 PM CT

Wednesday, July 13 - 7:00 to 8:30 PM CT

Wednesday, September 14 - 7:00 to 8:30 PM CT

Wednesday, October 5 - 12:00 to 1:30 PM CT

NASB Legislative Lunch / Meet & Greet w/ Legislative Candidate Ibach

June 20 – Lexington

NASB Golf Outing

June 22 – Kearney Country Club

NASB Archway Tour

June 22 - Kearney

School Leaders & Law Conference

June 22-23 - Kearney

NASB's New Superintendent Orientation

July 20 – Lincoln

Area Membership Meetings

August 23 – Nebraska City

August 24 - Fremont

August 29 - Gering

August 30 - Valentine

August 31 - Norfolk

September 6 - La Vista

September 7 - York

September 20 – North Platte

September 21 - Kearney

NASB Member Virtuals

<http://members.nasbonline.org/index.php/nasb-member-virtuals>

(www.NASBonline.org – Events – NASB Member Virtuals)

- **Previous Member Virtuals Available to Watch Include:**
 - 2022 Legislative Recap & Look Ahead
 - NASB Member Virtual with UNMC
 - Tough Times & Tough Meetings: The Board's Role in Navigating Hot Button Issues
 - NASB Member Virtual w/ UNMC – Back to School Guidance, Decoupling, Infection Rates Among Children, Myths, & Q&A
 - NASB Member Virtual w/ NDE – The Local Board's Role in ESSER Investments
 - NASB Member Virtual w/ Commissioner Blomstedt & Dr. Jeffrey Gold of UNMC
 - NASB Member Virtual w/ Bryce Wilson of NDE – Cares Act Funds Q&A for School Boards
 - And More ...

Advocacy/2021-22 Legislative Session

<http://members.nasbonline.org/index.php/government-relations>

(www.NASBonline.org – Government Relations)

- The 2022 legislative session began Wednesday, January 5 and wrapped up April 20. Keep tabs with all things pertinent to your school at NASB's Govt Relations pages and the links below!

[WATCH: Sine Die - Legislative Wrap-Up 2022](#)

[NASB Legislative Notes – 4/26/22](#)

NASB Call for Legislative Proposals – Due July 1

<http://www.nasbonline.org/registrations/ProposedResolution.aspx>

Follow NASB on twitter at www.twitter.com/NASBonline using the hashtag #liveNASB

and on Facebook at www.facebook.com/NASBonline

Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>

(www.NASBonline.org – News & Resources – Videos)

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the

Board Notes newsletter for “This Month In ...” To access the latest newsletter, click here:

<http://members.nasbonline.org/index.php/news-resources/board-notes>

(www.NASBonline.org - News & Resources - Board Notes)

| | | | |
|-----------------|--------------|-----|------------------------|
| Neal Kanel | Board Member | 953 | Point Award - Level VI |
| Scott Ogle | Board Member | 575 | Point Award - Level V |
| Tim Schardt | Board Member | 235 | Point Award - Level II |
| Mike Kanel | Board Member | 130 | Point Award - Level I |
| Kyle Hilgenfeld | Board Member | 110 | Point Award - Level I |
| Leah Reyes | Board Member | 55 | Point Award - Level I |

PROPOSAL



General Contractor

533 Railroad Street - Bern, Kansas 66408
(785) 336-6118 - Fax (785) 336-3744

TO: George Griffith - Superintendent
HTRS Schools
810 Central Ave
Humboldt, NE 68376
georgegriffith@htrstitans.org

| | |
|--|--------------------------|
| PHONE 402-862-2235 | DATE 5/23/2022 |
| JOB NAME/LOCATION HTRS - Learning Center Remodel | |
| JOB NUMBER | JOB PHONE |

We hereby submit specifications and estimates for:

- > Labor, materials, and equipment to provide the work specified below. Scope of work will consist of: Demo and remodel of building per the Clark & Enersen drawing provided - dated 4/25/22, with the following clarifications:
 - Includes 4 new doors and frames. To be hollow metal (flush doors).
 - 1/2 vision lite included in Classroom Door. Fire rated glazing included.
 - Narrow vision lite included in T.O. door. Fire rated glazing included (no ballistic glass included)
 - Existing flooring to remain in place throughout the main area
 - Restroom flooring to be epoxy flooring with a 4" cover base around the perimeter
 - New walls to be framed up to the existing drywall ceiling height
 - Wall pads to be furnished & installed by the owner
 - A ceiling access panel is being added to access the attic space
 - Only new walls & patch locations to be painted
 - No work is included in the Office, Utility Room or Kitchen
 - Existing sinks, faucets & toilets to be utilized in restrooms.
 - Existing HVAC equipment to be utilized. Minor supply/return ductwork changes included.
 - Added light fixtures in rooms as necessary. Outlets in new walls.
 - Minor fire alarm modifications as necessary.
 - Performance & payment bond to be included if selected
 - Power and water service to be utilized during construction at no cost

Exclusions:

- Exterior modifications (besides door & window relocations)
- Taxes (assumed to be tax exempt)
- Building permit fees

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Seventy thousand five hundred and 00/100

dollars (\$) **70,500**).

Payment to be made as follows:

Faxed 5/25/2022 12:09 pm

Total due upon completion. Invoice is due upon receipt, past due after 30 days. Interest will be added at a rate of 1-1/2%

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance: 5/24/2022

Opportunity 34066 - HTRS Self Provisioning Network ERATE RFP



Prepared by:
Prime Connected
Darcy Remm
dremm@primecominc.com

Prepared for:
HTRS Public Schools
810 Central Ave
Humbolt, NE 68376
George Griffith
(402) 862-2151
georgegriffith@htrstitans.org

Quote Information:
Quote #: 006969
Version: 4
Delivery Date: 06/08/2022
Expiration Date: 09/02/2022

Quote Summary

| Description | Amount |
|-----------------------|--------------------|
| Materials | \$17,821.88 |
| Professional Services | \$9,650.00 |
| Total: | \$27,471.88 |

Sales Tax Not Included.
Applicable sales tax will be calculated and added upon invoicing

Payment Terms: Net 30.
Material is invoiced upon receipt.
Labor will be invoiced monthly.

Prime Connected

Signature:
Name: Darcy Remm
Title: Sales Account Manager
Date: 06/08/2022

HTRS Public Schools

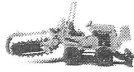
Signature:
Name: George Griffith
Date: 6/8/22



Phillips Plumbing & HVAC

931 Highway 4

Humboldt, Nebraska 68376 402-862-2906



Trenching and Backhoe Service



Est. April 2006

Proposal # 22-0514

May 14, 2022

Customer Information

Name: HTRS Public School

Address: 810 Central

City: Humboldt, NE

Phone: 402-862-2151

Propose to meet requirements set forth by the Request for Proposal in Project areas one and two. Provide labor, materials, mechanical equipment, and mobilization means for replacement of one rooftop heat/cool unit for second floor of '99 addition. Provide same for total of seven split system units in elementary wing to include cafeteria and kitchen. Standard commercial warranties of five year parts and one year labor apply. Line voltage wiring not included.

Total Mechanical Equipment, Material, Crane/Lift: \$73,529.90

Total Labor Based on David Bacon Act Minimum: \$49,750.00

Optional York Factory Technician Start up: \$1,600.00

Equipment and Material Specifications Listed per Zone

West Pre School AHRI # 9685565 (14.75 SEER/ 12.25 EER)

1 *Norm Stk TCD48B31S 4.0 Ton R410A 13 SEER 208/230/3 York Condensing Unit

1 *Norm Stk CF48CXA1 Upflow/Downflow Fully Cased 4 ton Coil 21" Wide w/o TXV

1 *Norm Stk TM9Y080C16MP11 Gas Furnace MP 96% 2-Stage X-13 ECM 4 Ton 80 mbh

1 *Norm Stk AD-TXV410-2 R410A TXV 3.5-5.0 Ton AC or HP Non-bleed valve

1 *Norm Stk MU-387835 35' 3/8-7/8 Sweat Tubing Kit with Insulation

4 *Norm Stk DV-MP2E 2"x2"- 7/8" Vibration Pads

1 HO-TH6210U2001 1H/1C CONV 2H/1C HP T6 PRO

1 *Norm Stk UV-UMX1900T 120V 17" STD UV DSNFCTN

Hall Furnace AHRI # 202268457 (15.25 SEER/ 12.25 EER)

- 1 *Norm Stk TCD36B32S 3.0 Ton R410A 13 SEER 208/230/3 York Condensing Unit
- 1 *Norm Stk CF36BXA1 Upflow/Downflow Fully Cased 3 ton Coil 17.5" Wide w/o TXV
- 1 *Norm Stk TM9Y080B12MP11 Gas Furnace MP 96% 2-Stage X-13 ECM 3 Ton 80 mbh
- 1 *Norm Stk AD-TXV410-1 R410A TXV 1.5-3 Ton AC or HP Non-bleed valve
- 1 *Norm Stk MU-383435 35' 3/8-3/4 Sweat Tubing Kit with Insulation
- 4 *Norm Stk DV-MP2E 2"x2"- 7/8" Vibration Pads
- 1 HO-TH6210U2001 1H/1C CONV 2H/1C HP T6 PRO
- 1 *Norm Stck UV-UMX1900T 120V 17" STD UV DSNFCTN

East Kindergarten AHRI # 202268457 (15.25 SEER/ 12.25 EER)

- 1 *Norm Stk TCD36B32S 3.0 Ton R410A 13 SEER 208/230/3 York Condensing Unit
- 1 *Norm Stk CF36BXA1 Upflow/Downflow Fully Cased 3 ton Coil 17.5" Wide w/o TXV
- 1 *Norm Stk TM9Y080B12MP11 Gas Furnace MP 96% 2-Stage X-13 ECM 3 Ton 80 mbh
- 1 *Norm Stk AD-TXV410-1 R410A TXV 1.5-3 Ton AC or HP Non-bleed valve
- 1 *Norm Stk MU-383435 35' 3/8-3/4 Sweat Tubing Kit with Insulation
- 4 *Norm Stk DV-MP2E 2"x2"- 7/8" Vibration Pads
- 1 HO-TH6210U2001 1H/1C CONV 2H/1C HP T6 PRO
- 1 *Norm Stck UV-UMX1900T 120V 17" STD UV DSNFCTN

West Kindergarten AHRI # 202268457 (15.25 SEER/ 12.25 EER)

- 1 *Norm Stk TCD36B32S 3.0 Ton R410A 13 SEER 208/230/3 York Condensing Unit
- 1 *Norm Stk CF36BXA1 Upflow/Downflow Fully Cased 3 ton Coil 17.5" Wide w/o TXV
- 1 *Norm Stk TM9Y080B12MP11 Gas Furnace MP 96% 2-Stage X-13 ECM 3 Ton 80 mbh
- 1 *Norm Stk AD-TXV410-1 R410A TXV 1.5-3 Ton AC or HP Non-bleed valve
- 1 *Norm Stk MU-383435 35' 3/8-3/4 Sweat Tubing Kit with Insulation
- 4 *Norm Stk DV-MP2E 2"x2"- 7/8" Vibration Pads
- 1 HO-TH6210U2001 1H/1C CONV 2H/1C HP T6 PRO
- 1 *Norm Stck UV-UMX1900T 120V 17" STD UV DSNFCTN

East Pre School AHRI # 202267193 (15.0 SEER/ 12.25 EER)

- 1 *Norm Stk TCD30B32S 2.5 Ton R410A 13 SEER 208/230/3 York Condensing Unit
- 1 *Norm Stk CF30BXA1 Upflow/Downflow Fully Cased 2.5 ton Coil 17.5" Wide w/o TXV
- 1 *Norm Stk TM9Y080B12MP11 Gas Furnace MP 96% 2-Stage X-13 ECM 3 Ton 80 mbh
- 1 *Norm Stk AD-TXV410-1 R410A TXV 1.5-3 Ton AC or HP Non-bleed valve
- 1 *Norm Stk MU-383435 35' 3/8-3/4 Sweat Tubing Kit with Insulation
- 4 *Norm Stk DV-MP2E 2"x2"- 7/8" Vibration Pads
- 1 HO-TH6210U2001 1H/1C CONV 2H/1C HP T6 PRO
- 1 *Norm Stck UV-UMX1900T 120V 17" STD UV DSNFCTN

Kitchen AHRI # TBD Submitted to AHRI (14.0 SEER/ 12.0 EER)

- 1 *Norm Stk TCD60B31S 5.0 Ton R410A 13 SEER 208/230/3 York Condensing Unit
- 1 *Norm Stk AD-65P210UD1 ADP upfl/dnfl Full Case 5 ton Coil 21" W w/orifice
- 1 *Norm Stk TM9Y100C20MP11 Gas Furnace MP 96% 2-Stage X-13 ECM 5 Ton 100 mbh
- 1 *Norm Stk AD-TXV410-2 R410A TXV 3.5-5.0 Ton AC or HP Non-bleed valve
- 1 *Norm Stk MU-3811835 35' 3/8-1 1/8 Sweat Tubing Kit with Insulation
- 4 *Norm Stk DV-MP2E 2"x2"- 7/8" Vibration Pads
- 1 HO-TH6210U2001 1H/1C CONV 2H/1C HP T6 PRO
- 1 *Norm Stck UV-UMX1900T 120V 17" STD UV DSNFCTN

Cafeteria AHRI # 202151155 (14.0 SEER/ 11.5 EER)

- 1 *Norm Stk TCD60B31S 5.0 Ton R410A 13 SEER 208/230/3 York Condensing Unit
- 1 *Norm Stk CF64DXA1 Upflow/Downflow Fully Cased 5 ton Coil 24.5" Wide w/o TXV
- 1 *Norm Stk TM9Y120D20MP11 Gas Furnace MP 96% 2-Stage X-13 ECM 5 Ton 120 mbh
- 1 *Norm Stk AD-TXV410-2 R410A TXV 3.5-5.0 Ton AC or HP Non-bleed valve
- 1 *Norm Stk MU-3811835 35' 3/8-1 1/8 Sweat Tubing Kit with Insulation
- 4 *Norm Stk DV-MP2E 2"x2"- 7/8" Vibration Pads
- 1 HO-TH6210U2001 1H/1C CONV 2H/1C HP T6 PRO
- 1 *Norm Stck UV-UMX1900T 120V 17" STD UV DSNFCTN

Second Floor Roof Top Unit, '99 Addition (14.2 IEERR)

- 1 *Norm Stk ZE072H12B2A1AAA1A 6 T -410A Sunline BD GasElec Pkg 208/230/3 SSE
- 1 *Norm Stk PV-ECOCSUN3672DBS SSE Board-Sm Sunline Economizer+B/R -Dnfl or Horiz
- 1 *Norm Stk PV-CGSUNZF0721 Provent Hail Guard (ZE060/ZE072/ ZF072)
- 1 5 Day Fab A1-1-3005-5005 Curb Adapter
- 1 *Norm Stk EW-BMPLUS3000 BMPLUS-3000 2STGHT/2STGCLG CNTL PN
- 1 *Norm Stk EW-10URD 10 URD ROUND MOTORIZED DAMPER
- 1 *Norm Stk EW-12URD 12 URD ROUND MOTORIZED DAMPER
- 1 *Norm Stk EW-14EBD 14 EBD ELECTRONIC STATIC PRESSURE BYPASS

Additional Notes

-Summary of timeline and work to be completed

Each system will be replaced individually as to minimize interruption of day to day operations within the building.

The work schedule is planned to start with the Rooftop unit, then move to the elementary wing beginning with the West Preschool room, then continuing east.

Expected time line for completion will be September 30th barring delays from outsourced work, equipment availability, or other unforeseen circumstances.

Payment Terms: 50% of balance to begin replacement; balance due upon completion. Payments are due within ten (10) days of invoice date. Account balances which are unpaid for more than thirty (30) days shall accrue an interest rate of 2% per month on the total outstanding balance. Accounts unpaid after sixty (60) days of job completion will be assessed a lien against the property along with all filing and handling fees associated with said process. In addition, if it becomes necessary to place your account in collection, you agree to pay reasonable attorney's fees, court costs, and any other expenses associated with collection proceedings.

Respectfully Submitted,



Trent Phillips Co-Owner

I have reviewed and accept the above proposal. Date:

Signature:



For more information please visit www.york.com

All systems quoted, are matched and verified by the AHRI institute

DSTK Phillips Incorporated

DBA Phillips Plumbing and HVAC

Established April 28th 2006

Corporate President: Douglas Alan Phillips

Corporate Vice President: Trenton Douglas Phillips

Federal Tax Identification Number: 20-4734718

To date, DSTK Phillips Incorporated has not filed for any form of bankruptcy

May 2, 2022

Dr. Griffin:

I would like to resign from my extra duty positions of High School Speech Coach and Drill Team sponsor for the 2022-23 school year. I would like to thank the district for the opportunity to serve in these positions and would love to return as a coach/sponsor in the future. I am just unable to serve at this time.

Best regards,

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

Jaime Frey

Megan Herr
63176 717 Road
Humboldt, NE 68376

May 16, 2022

HTRS School
810 Central Ave
Humboldt, NE 68376

Dear Mr. Griffith,

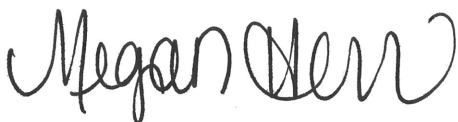
I am writing to inform you of my intention to resign from my job as Administrative Assistant at HTRS School, effective two weeks from today, May 30, 2022.

I have the opportunity to work from home as the bookkeeper of our family farming operation. With my mother-in-law nearing retirement and she being busy with her mother who is in ill health, I am needed to take over this position on our corporation as soon as possible.

I appreciate the opportunities I have been given during my time at HTRS. Please let me know what assistance I can offer as I transition out of my current role during the next two weeks. I am willing to fill in as an office substitute in the future if it is needed.

Earlier this spring, it had been mentioned to me the need of assistant cheer sponsor. I would still like to be considered for the position as I feel that have much to contribute to the squad with great ideas and creative thinking which will benefit HTRS.

Thank you,



Megan Herr

2008 Meetings

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

1. Types of Meetings

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

2. Notice

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

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

3. Weather Delays

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

4. Minutes

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

2010
Preparation for Board Meetings

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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

Style Definition: Heading 2

I. Applicability of the Policy

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

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

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

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

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

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

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

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

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

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

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

responsible bidder.

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

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

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

representatives.

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

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

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

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

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

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

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

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

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

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

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

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

VI. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

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

E. Budget Control

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

F. Payment Methods

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

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

G. Allowability of Costs

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

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

consider these factors when making an allowability determination.

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

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

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

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

I. Cost Sharing or Matching

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

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

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

J. Documentation of Personnel Expenses

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

VIII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

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

2. Maintenance of Procurement Records

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

b) Retention of procurement records shall be in

accordance with applicable law and Board policy.

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1
Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

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

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

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

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

5. Competitive Proposals.

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

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

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

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

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

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

H. Disposal of Equipment

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

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

I. Equipment and Capital Expenditures

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

J. Depreciation

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

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

G. Allowability of Costs

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

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

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

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

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VI-VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

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

Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Procurement Records

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

D. Privacy

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

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

3012 School Meal Program and Meal Charges

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

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

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

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

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

The district's policy on charged meals is:
If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3057
Title IX Policy

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

1. Title IX Coordinator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

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

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

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

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

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

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

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

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

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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—

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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 formal complaint if the conduct alleged in the formal complaint:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6. Determination Regarding Responsibility

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

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

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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.

~~5.7.1.1.~~ **Determination Regarding Responsibility**

~~5.7.1.1.1.1.~~ **Decision-Maker(s).** ~~The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).~~

~~5.7.2.5.6.3.~~ **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

~~5.7.2.1.5.6.3.1.~~ Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

~~5.7.2.2.5.6.3.2.~~ A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

~~5.7.2.3.5.6.3.3.~~ Findings of fact supporting the determination;

~~5.7.2.4.5.6.3.4.~~ Conclusions regarding the application of the district's code of conduct to the facts;

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

~~5.7.2.5.5.6.3.5.~~ A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

~~5.7.2.6.5.6.3.6.~~ The district's procedures and permissible bases for the complainant and respondent to appeal.

~~5.7.3.5.6.4.~~ The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

~~5.7.4.5.6.5.~~ The Title IX Coordinator is responsible for effective implementation of any remedies.

~~5.8.5.7.~~ **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

~~5.8.1.5.7.1.~~ **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days [**NOTE TO BE DELETED: We recommend 10 calendar days to remain consistent with the other timeframes in the Title IX regulations. However, make sure this timeline is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure**] of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 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.

~~5.8.2.5.7.2.~~ **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

~~5.8.2.1.5.7.2.1.~~ Procedural irregularity that affected the outcome of the matter;

~~5.8.2.2.5.7.2.2.~~ New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

~~5.8.2.3.5.7.2.3.~~ The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

~~5.8.3.5.7.3.~~ As to all appeals, the district will:

~~5.8.3.1.5.7.3.1.~~ Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

~~5.8.3.2.5.7.3.2.~~ Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

~~5.8.3.3.5.7.3.3.~~ Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

~~5.8.3.4.5.7.3.4.~~ Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

~~5.8.3.5~~~~5.7.3.5.~~ Issue a written decision describing the result of the appeal and the rationale for the result; and

~~5.8.3.6~~~~5.7.3.6.~~ Provide the written decision simultaneously to both parties.

~~5.9.5.8.~~ **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

~~5.9.1.5.8.1.~~ Provides to the parties a written notice disclosing:

~~5.9.1.1~~~~5.8.1.1.~~ The allegations;

~~5.9.1.2~~~~5.8.1.2.~~ The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

~~5.9.1.3~~~~5.8.1.3.~~ That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

~~5.9.1.4~~~~5.8.1.4.~~ Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

~~5.9.2.5.8.2.~~ Obtains the parties' voluntary, written consent to the informal resolution process; and

~~5.9.3-5.8.3.~~ Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

~~5.10.5.9.~~ **Recordkeeping.**

~~5.10.1-5.9.1.~~ The district will maintain for a period of seven years records of:

~~5.10.1.1-5.9.1.1.~~ Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

~~5.10.1.2-5.9.1.2.~~ Any appeal and the result therefrom;

~~5.10.1.3-5.9.1.3.~~ Any informal resolution and the result therefrom; and

~~5.10.1.4-5.9.1.4.~~ All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

~~5.10.2-5.9.2.~~ For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.1. **Specific Circumstances.**

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

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

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

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

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

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

4056

Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. Unless otherwise required by law or contract, the following resignation requirements apply.

SELECT ONE OF THE FOLLOWING PARAGRAPHS

~~As a general matter, the board will not release certificated staff members from their contractual obligations. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.~~

OR

Staff members who submit their resignations to the board of education by the earlier of (a) April 15th ~~[insert whatever date your district uses]~~ or (b) the date designated in a written request of the school board or the administrators to accept employment for the next school year pursuant to section 79-829 (provided that such acceptance date may not be earlier than March 15th of each year) will be released from the next school year's contract ~~so long as the board is able to obtain the services of a suitable replacement.~~ Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

OR

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

4064

Transporting Students in Employee Vehicles

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



5012 Testing and Assessment Program

I. Basic Testing and Assessment Program

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

II. ~~Use and Dissemination of Test Results~~ Accountability Reporting

At the board of education's regular July meeting, or as soon after as a report can be completed, the superintendent of schools shall provide an annual written report as required by NDE Rule 10. The report shall be presented to the board and made available to the public. The report must consist of the elements required by Rule 10, including but not limited to: student academic performance as reported to NDE (demographics, achievement, educational input characteristics, as defined in section 005.02 of Rule 10); school system demographics; school improvement goals and progress; and financial information about the school district. Building level results will be reported only to appropriate staff for review, and goal setting, and intervention as needed.

~~of the results of the district's performance program including but not limited to: standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, a follow-up study of graduates, and a learning climate survey. This report shall be made available to all patrons of the district. Building level results will be reported only to appropriate staff for review and goal setting.~~

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

6021

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

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.
2. Those Nebraska providers located within 100 miles of the building of the district where the child attends when driving by ordinary public roadways.
3. Evaluations must consider the educational, health, or other student records of the student provided by the district. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
4. Evaluations must be provided to the district, including all educational, health, student, or other records created as part of or relied upon to complete the evaluation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
5. Evaluations must be conducted by a provider that is authorized,

available, and willing to discuss, confer, or otherwise cooperate with the district regarding the evaluation, its results, or any other information related to the evaluation. Such cooperation may include reasonable participation in, or the submission of additional reports or information to, an IEP, MDT, or SAT team. Evaluators must make available to the district any documents or records created in relation to the evaluation, including evaluation and assessment protocols and responses, when the district determines in its sole discretion that such documentation is necessary in order to permit meaningful parental participation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records or information unless disclosure is already authorized by state and federal law.

6. Evaluations must be sufficiently comprehensive for the evaluator to submit to the district a report that specifically details whether the student should be considered eligible for special education and related services, the nature of special education and related services recommended to accommodate the student's suspected disability, and the particular facts or findings underlying the evaluator's conclusions. This report must be submitted to the district within 45 days after the conclusion of the evaluation.
7. Evaluations must meet the then-current state standards for reliability, research-based processes, and educational or professional best practices.
8. Reimbursement to any evaluator chosen in conformance with this policy shall not exceed the cost that would be charged by the school district's contracted providers for the same or substantially similar evaluation.

All special education evaluations, including those independently obtained at the district's expense, must be obtained in a manner consistent with the criteria set forth above, unless state or federal law requires waiver of one or more criteria in order to accommodate unique circumstances.

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

6037
Selection and Review of Library Media

The board approves curriculum and curriculum-related materials for the district with input from administrators and staff. Those processes are covered in other board policies. Staff members seeking to procure materials for use during instruction must follow board policy, practices, and directives. Those items are not covered by this policy.

The district procures library books and other media available to students that are not part of a specific class or curriculum. For purposes of this policy, those will be called library materials. This policy addresses the selection and review of library materials, regardless of their source. This policy applies regardless of whether library materials are purchased using district funds, donated, or shared at no cost to the district.

No Right to Materials. The board supports having excellent educational opportunities for students, including availability of library materials used to enrich the educational experience. However, the board and administration are responsible for considering materials based on a variety of factors and legal obligations. There is no right to force any material to be included or excluded. Staff requesting library materials do so only within the course and scope of their employment with the district.

Selection Process. The selection and approval of new library materials must comply with the district's general requisition, donation, and budgeting requirements. To ensure materials selected are appropriate for the district's students and consistent with the district's legal obligations, the following process applies to selection of library materials




The building principal or superintendent will review the library material request and inform the requester whether the material will be accepted or denied. Materials which require expenditure of district funds will be processed consistently with the district's purchasing and procurement policies and practices. There is no appeal from this determination.

[OPTION 2: COMMITTEE REVIEW] The superintendent will establish a library material review committee on an as-needed basis, consisting of at least one administrator, one teacher, and the librarian or media specialist. If the district has no assigned librarian or media specialist, then the committee will include two administrators and a teacher. The superintendent may appoint any teacher he or she deems appropriate based on availability and expertise related to the requested materials.

The school librarian, media specialist, or any individual requesting inclusion of library materials is responsible for submitting the request in writing to the library material review committee. The request must include the following

1. Name of the book, material, or resource;
2. The author, publisher, and supplier of the material;
3. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
4. The cost of the material;
5. A summary of the content of the material, including how it supports age-appropriate learning objectives, enriches the curriculum, and/o supports student development and learning;
6. The material's accolades, such as presence on best seller lists, awards won, and recommendations from professional library journals and organizations with a focus on K-12 school library materials; and
7. Whether any of the content in the material represents a perspective that may not be universal, such as a political, religious, or social perspective for which disagreement or differences of opinion exist. The summary should include a description of these items.

The committee will review the requested materials within the timeframe established by the superintendent. In the event the committee does not agree on a particular request, the administrator makes the final determination. There is no appeal from this determination.



There is no appeal from the determination of the board.

Requested Review of Library Materials. A concerned parent of a current student or patron living within the school district boundaries may request the review of a specific library material (*i.e.*, a specific book, magazine, etc.) or portion of a specific library material. The parent or patron must first discuss their concern with the building principal and explain their concern regarding the library material. If there is no principal assigned to that building, the parent or patron should discuss their concern with the superintendent. The board believes most concerns will be resolved in this manner.

If the parent or patron is dissatisfied after the informal review and discussion with the relevant administrator, they may request a review in writing. To request a review, the individual must

complete the Library Material Review Request form and submit it to the superintendent.

The superintendent will review the request within a reasonable time after receiving it. The superintendent may consult with the school's librarian or media specialist, staff, and legal counsel at his or her discretion. The superintendent may decide to remove the material, keep the material, restrict access to the material to students based on age or grade level, or make any other determination the superintendent deems appropriate. The superintendent's decision regarding the review will be communicated to the requester in writing.

The decision of the superintendent is final, and the board will not hear any appeal regarding the review of library material.

Additional Rules for Library Media Review. Unless the superintendent decides otherwise, the library material will remain in circulation while a review is pending. Unless otherwise required by law, no library material will be reviewed again within 4 years after a requested review is completed. Any parent or patron requesting review of multiple library materials may only request a maximum of 5 materials to be reviewed at one time, and a new request cannot be submitted until the prior review is completed and notice of the determination is provided to the requesting party. Nothing in this policy

prohibits the superintendent or their designee from reviewing library material outside of the review process contained in this policy and taking any action the superintendent or their designee deems appropriate.

Adopted on: _____

Revised on: _____

Reviewed on: _____

[NOTE TO BE DELETED: The Title IX Regulations require that each handbook published by the district include a copy of the district's Title IX grievance procedures. Please review this carefully to ensure that it follows your policy verbatim, and revise it as necessary.]

Title IX Policy and Grievance Procedures

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

1. **Title IX Coordinator**

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

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

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

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

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

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

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

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

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

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

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

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

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

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

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of

sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

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

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological,

economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

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

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

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

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

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

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

2.6.6.2. suffer substantial emotional distress.

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

3. Discrimination Not Involving Sexual Harassment.

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

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

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

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

procedure, Board Policy 2006 [NOTE TO BE DELETED: Update this policy number if your general complaint procedure is numbered differently from 2006].

4. Response to Sexual Harassment

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

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

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

with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

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

5.1. **General Requirements.**

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

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

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a

Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

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

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

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

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

5.1.4.2.4. How to serve impartially, including by avoiding prejudice 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 formal complaint if the conduct alleged in the formal complaint:

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

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

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

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

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

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

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

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

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

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

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

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

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;

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

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Determination Regarding Responsibility

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

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

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

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

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

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

5.6.3.3. Findings of fact supporting the determination;

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

5.6.3.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the

district's education program or activity will be provided by the district to the complainant; and

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

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

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

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

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

5.7.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of

a formal complaint or any allegations therein, are limited to the following grounds:

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

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

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

5.7.3. As to all appeals, the district will:

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

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

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

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

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

5.7.3.6. Provide the written decision simultaneously to both parties.

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

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

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

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

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

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

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

5.9. Recordkeeping.

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

5.9.1.1. Each sexual harassment investigation including any determination regarding responsibility, any

disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

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

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

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

7. Access to Classes and Schools.

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

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

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

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

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

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

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

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

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

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

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

10.1. **Specific Circumstances.**

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

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

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

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

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

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

~~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 by a person at least nineteen years of age with a person who is under sixteen years of age~~

~~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.~~

~~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 formal complaint if the conduct alleged in the formal complaint:~~

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

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

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

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

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

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

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

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

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

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

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

- ~~5.5.1.—Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district’s investigation of a formal complaint;~~
- ~~5.5.2.—Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party’s voluntary, written consent to do so for a grievance process under this section (if a party is not an “eligible student,” as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a “parent,” as defined in 34 CFR 99.3);~~
- ~~5.5.3.—Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;~~
- ~~5.5.4.—Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;~~
- ~~5.5.5.—Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;~~
- ~~5.5.6.—Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;~~
- ~~5.5.7.—Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the~~

~~evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and~~

~~5.5.8.—Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.~~

~~5.6.—**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 three calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.~~

~~5.8.2. **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.~~

SECTION FOUR

[NOTE TO BE DELETED: Title IX requires publication of your policy setting forth your Title IX grievance procedures in full in your handbooks. The following policy tracks our form policy. Please ensure it is consistent with the policy your board adopted.]

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 1.1.15.1.3-1.1.15.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

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

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

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

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

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

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

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

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

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the

victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

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

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

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

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

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

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

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

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

2.6.6.2. suffer substantial emotional distress.

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

3. **Discrimination Not Involving Sexual Harassment.**

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

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

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 1.12.6 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 1.12-7 above to a complainant, and by following the grievance process described in section 15 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 15 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 14.

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 15 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 1.12.7 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 1.1.15-1.4 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 1.12-6;

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 1.15-6.

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 1.1.15-5-8.

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 1.12.7.

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 1.12-6, 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 1.1.15-5.5, and may inspect and review evidence under subsection 1.1.15-5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

5.3. **Dismissal of Formal Complaint.**

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

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

5.3.2.1. Would not constitute sexual harassment as defined in subsection 1.12-6 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 1.1.15.3.2 or 1.1.15.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

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

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

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

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

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Determination Regarding Responsibility

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

5.6.2. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 1.1.15-5-8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual

behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

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

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 1.12-6;

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

5.6.3.3. Findings of fact supporting the determination;

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

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

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

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

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

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

5.7.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days [NOTE TO BE DELETED: We recommend 10 calendar days to remain consistent with the other timeframes in the Title IX regulations. However, make sure this timeline is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure] of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 1.1.15-8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

5.7.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the

individual complainant or respondent that affected the outcome of the matter.

5.7.3. As to all appeals, the district will:

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

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

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections ~~1.1.15.1.3~~-1.1.15.1.4.

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

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

5.7.3.6. Provide the written decision simultaneously to both parties.

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

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

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

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

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

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

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

5.9. Recordkeeping.

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

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

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these

materials available upon request for inspection by members of the public.

5.9.2. For each response required under section 14, 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.

~~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 by a person at least nineteen years of age with a person who is under sixteen years of age~~

~~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.~~

~~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 formal complaint if the conduct alleged in the formal complaint:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

~~5.5.6.— Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;~~

~~5.5.7.— Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and~~

~~5.5.8.— Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.~~

~~5.6.— **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 three calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based.—A party’s failure to timely submit a Notice of Appeal will be deemed a waiver of the party’s right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.~~

~~5.8.2.—**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.~~

SECTION FIVE

[NOTE TO BE DELETED: The *Healthy, Hunger-Free Kids Act of 2010* requires publication of the wellness policy (form policy 5052) in your handbook. Please ensure the following is consistent with the policy your board adopted.]

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.*

1. Goals for Nutrition Promotion and Education

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

2. Goals for Physical Activity

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

3. Goals for Other School-Based Activities Designed to Promote Student Wellness

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
 - i. USDA National School Lunch and School Breakfast nutrition standards
 - ii. USDA Smart Snacks in School nutrition standards.

- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

6. Food and Beverage Marketing

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

7. Public Participation

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)

a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.

b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:

(1) It shall not be sold in competition with school meals in the food service area during the meal service.

(2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.

(3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements

(4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

9. Triennial Assessment

The school board shall assess and review this policy at least every three years to determine:

a. Compliance with this policy;

b. How this policy compares to NDE model wellness policies;

c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

10. Public Notice

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

11. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

12. Operational Responsibility

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated 9/2016 to Reflect the USDA Final Rule) found at https://www.healthiergeneration.org/asset/wtqdwu/14-6372_ModelWellnessPolicy.doc.

Adopted on: _____

Revised on: _____

Reviewed on: _____

**HTRS PUBLIC SCHOOLS
STUDENT HANDBOOK
2022-2023**

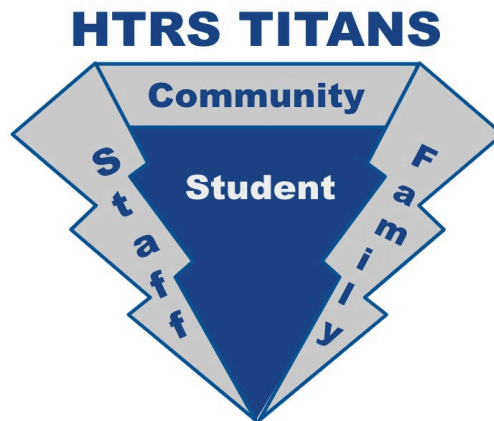
FORWARD

This handbook is written to provide all students attending HTRS with guidelines for their educational progress and conduct. Rules and regulations are necessary to promote a positive learning atmosphere. This handbook is intended to be used as a guideline, not a binding contract, and is subject to change.

HTRS MISSION STATEMENT

**Empowering all learners for the challenges of tomorrow.
#TitanPride**

HTRS VISION STATEMENT



**Collectively empowering
students to realize their potential
by providing a challenging and
nurturing education.**

We Believe...

- in a welcoming, supportive, and accepting school environment.
- a positive mindset will create an inspiring school culture.
- school spirit is strengthened by involving students, community and staff.

NOTICE CONCERNING STAFF QUALIFICATIONS

The Every Student Succeeds Act of 2015 gives parents the right to acquire information about the professional qualifications of their child's classroom teachers. Upon request, Humboldt-Table Rock-Steinauer Schools will give parents the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
4. We will also, upon request, tell parents whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional.

The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner.

Finally, Humboldt-Table Rock-Steinauer Schools will give timely notice to you if your child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the Act.

NOTICE OF NONDISCRIMINATION

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442:
- (3) Email: program.intake@usda.gov

This institution is an equal opportunity provider

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HTRS STAFF

| ADMINISTRATION | |
|-----------------------|--------------------------------------|
| Dr. George Griffith | Superintendent |
| Lisa Othmer | Principal |
| Kari Lottman | Asst. Principal/Title IX Coordinator |
| Kara Engles | Activities Director |
| Candy Blecha | Special Education Coordinator |

| OFFICE PERSONNEL | |
|-------------------------|--------------------------|
| Kellie Workman | Business Manager |
| Lanette Speckmann | Administrative Assistant |

| PK-ELEMENTARY | |
|----------------------|---------------------------------------|
| Dan Ingwersen | K-8 Guidance |
| Jaime Frey | Preschool |
| Amber Hower | Preschool |
| BJ Freeman | Kindergarten |
| Maggie Badertscher | Kindergarten |
| Emily Clark | 1 st Grade |
| Elizabeth Chamberlin | 1 st Grade |
| Holly Hawley | 2 nd Grade |
| Heather Clements | 3 rd Grade |
| Megan Engel | 3 rd Grade |
| Lisa Wittrock | 4 th Grade |
| Schuyler Kuhlmann | 4 th Grade |
| Grant Tuttle | 5 th /6 th ELA |
| Taylor Dunekacke | 5 th /6 th Math |
| Angie Schnacker | Physical Education |
| Amy Werts | Title I/Sixpence Coordinator |
| Ashlee Meyer | Title I |
| Macie Coffey | Special Education |
| Alecia Gerdes | Special Education |
| Tim Blecha | Special Education |
| Sheila Snodgrass | Special Education |
| Carmen Eppens | Life Skills |
| Shari Drake | SEL Interventionist |
| Dennette Wheeler | Title I/Barton Interventionist |
| Kelsee Sayer | Sixpence |

| | |
|------------------|---------------------------------------|
| SECONDARY | |
| Brittany Rogers | Secondary Guidance Counselor |
| Kim Standerford | Technology Integrationist/PowerSchool |
| Michael Coffey | K-12 Instrumental Music |
| Katie Umland | K-12 Vocal Music |
| Amanda Bowen | 7-9 English |
| Matt Helms | Math |
| Megan Howe | Math |
| Carl Linnerson | 9-12 Social Science |
| Heath Finke | 7-8 Social Science |
| Darcy Weldon | Science |
| Tami Robison | Science |
| Donna Railsback | Science |
| Brad Catlin | Industrial Arts |
| Joan Dreier | Business Ed. |
| Allie Graf | Special Education |
| Sharon Joyner | Elementary/Secondary Art |
| Sara Kappel | Media Specialist |
| Caleb Lempka | Physical Education |
| Trent Platt | Ag. Ed/FFA |
| Mark Woolard | Spanish Proctor/College Class Proctor |

| | |
|----------------------------------|--------------------------------|
| EXTRA CURRICULAR SPONSORS | |
| Class of 2023 | Sharon Joyner, Matt Helms |
| Class of 2024 | Sara Kappel, Darcy Weldon |
| Class of 2025 | Tami Robison Megan Howe |
| Class of 2026 | Mandy Bowen, Heath Finke |
| Class of 2027 | Mandy Bowen heath Finke |
| Class of 2028 | Taylor Dunekacke, Grant Tuttle |
| Academic Decathlon | |
| Student Council | Carmen Eppens |
| National Honor Society | Brittany Rogers |
| Annual | Mandy Bowen, Tami Robison |
| Competitive Speech | Carl Linnerson |
| Cheerleading | Allie Graf |
| One Act | Megan Howe |
| FFA | Trent Platt |
| Robotics | Extension Office/Jami Ankrom |
| JH Quiz Bowl | |
| HS Quiz Bowl | Sara Kappel, Darcy Weldon |

STUDENT INFORMATION

ARRIVAL TIME

Students should not report to school until 7:25 a.m. Please do not drop your students off before that time. All students will be expected to be ready to start the school day at 7:55 a.m. Students in grades K-8 will report to the small gym upon arrival to school. Students in grades 9-12 will report to the Commons area upon arrival to school.

STUDENT LOCKERS

All students will be assigned a locker. The locker remains the property of the school and administration reserves the right to inspect lockers as deemed necessary. Students are expected to keep lockers clean, orderly, and locked. Do not keep valuables in your locker. A student will be assigned a locker with a lock at the beginning of each year. Students are not to tape anything to the outside of their lockers. Magnets will be available to place information on the outside of lockers. **Backpacks are to be stored inside lockers.**

PERSONAL PROPERTY

Students are asked not to bring private property to school. The school and school personnel are not held responsible for any item brought from the home should any damage occur or should that item be lost or stolen. Students are cautioned not to bring large amounts of money or items of value to school. If it is necessary to bring valuable items or more money than is needed to pay for lunch, leave the money or valuables with a staff member in the school office for temporary keeping.

STUDENT DRESS

Every student attending HTRS Public Schools is expected to be neat in appearance and dress at all times. People's opinion of our school will be formed by the way students represent it in dress and conduct. Student appearance reflects both themselves and the school district.

The HTRS dress code is as follows:

1. A student and his parent or guardian are responsible for the student's grooming while he or she attends school. However, appearance which is disruptive or in bad taste is not allowed.
2. Coaches or sponsors of teams or special groups which represent the school may make special dress and grooming regulations for those groups which students will be expected to follow if they wish to participate.
3. Hats or caps are not to be worn inside of any school building during school days or at school activities including events not hosted by HTRS.
4. Clothes advertising/stating things which are offensive, illegal, or in poor taste are not to be worn.
5. Clothing should fit properly. Styles change, but the school is not a fashion parlor. Tank tops may be worn under a shirt. Spaghetti straps and short tops are not to be worn. Bra straps should not be visible. Midriff tops are not acceptable (bare skin should not be showing around the middle.) No halter tops, pajama pants or sagging jeans.

6. The above may be altered on a school-wide basis for specific situations.

Each student should take it upon himself/herself to dress appropriately within the guidelines. The staff will interpret and enforce the guidelines. The administration will be the ultimate authority in determining compliance to the dress code.

MEDICATION

Any student taking medication during the day must keep their medicine in the nurse's office. The HTRS staff WILL NOT dispense any medication without specific WRITTEN PERMISSION. To disburse medicine, when permission is granted over the telephone, a permission form must be signed and returned to the office. All medication must be in its original container.

HEALTH CONCERN

Any student with a temperature over 100.0 degrees will be sent home from school. They should remain home until they are fever free (without medication) for 24 hours. Students who are experiencing nausea and diarrhea should remain home until they are symptom free for 24 hours also.

Any student with a communicable condition will be allowed to attend school in his/her usual class setting with the written approval of the student's physician stating that the disease is not in a communicable state. Without such a written statement, a student with a communicable condition is subject to an emergency exclusion. When a child is sent home because of suspected reportable communicable disease, a report may be provided to the Board of Health.

Administrative regulations are:

The school nurse will function as the liaison with the student's physician as necessary and will communicate the health management procedures within the school building.

Decisions regarding the type of educational setting for the student will be based on the behavior, neurological development and physical condition of the student and the expected type of interaction with others in that setting.

The privacy of the student and his/her family must be protected and knowledge that a student has a communicable condition should be confined to persons with a direct need to know. If it becomes necessary to inform others, these persons will be provided with information concerning necessary precautions and will be made aware of confidentiality requirement.

A student might be considered at elevated risk if he/she: exhibits behaviors that may spread the disease (e.g., biting, lacks toilet training or is incontinent) or has an open sore that cannot be concealed or hygienically covered, any of which could result in direct spreading of the condition or disease.

During the time a student is excluded from the classroom, an appropriate alternative or adjustment to the student's education will be provided. Long-term cases should be medically reviewed monthly at a minimum.

STUDENT RECORDS

Any student in the HTRS Public Schools, his/her parents, guardians, teachers, counselors or school administrators shall have access to the school's files maintained concerning him/her, in the presence of the counselor, principal, or Superintendent of schools.

No other person shall have access to, nor shall the contents thereof be divulged in any manner to any unauthorized person.

All files shall be maintained as to separate academic and disciplinary matters. All disciplinary materials shall be removed and destroyed upon the student's graduation or after his/her continuous absence from the school for a period of three years, and authorization is given by the State Record Board, pursuant to Sections 84-1201 to 84-1220, R.R.S., Nebraska 1943 and 79-415 Nebraska School Laws, 1976.

NEW STUDENTS

All students entering kindergarten are required to have a health physical, updated immunization card and eye exam by a medical doctor before the start of the new school year. Incoming kindergarten students will also be required to submit an original birth certificate document.

Students transferring into the HTRS Schools from another district may do so by contacting the school office at (402) 862-2151. Transfer students will need an original birth certificate document, and immunizations and health records. According to the Nebraska State Law, all students entering the seventh grade or transferring from another state are required to submit a school physical form to the office prior to being enrolled at HTRS. These physicals may also be used as the medical physical form for athletic participation. A parent will need to sign a Release of Information Form in order for records to be obtained from the previous school district.

State law requires new students to show proof of immunization for childhood diseases before your child can attend school in Nebraska. If your child's immunization card is in the school records which will be sent from your previous school, that will be sufficient until we receive the records. HTRS requires a complete record of immunizations before your child may start school.

WITHDRAWAL

When withdrawing from the HTRS Schools, please contact the school office as soon as withdrawal dates are known. Any equipment, book, fees, fines, or money owed must be accounted for before records will be transferred. Additionally, release forms must be signed by a parent before records can be transferred directly to the new school.

VISITORS

Parents are encouraged to visit the school and we welcome their interest, however; **all visitors are to check in at the main entrance security desk** prior to visiting with a student in the halls, classrooms or on the school grounds. Parents are encouraged to set up time with the classroom teacher prior to visiting. It is highly discouraged to have non-district students visit classes. Permission may be granted at the discretion of the administration.

ACADEMIC REQUIREMENTS

SAFE AND DRUG-FREE SCHOOLS AND COMMUNITIES

The HTRS School is committed to providing an educational environment that is safe and free from the detrimental effects of illicit drugs and alcohol.

The school provides instruction in all grades through the guidance program and health classes that address the legal, social, and health consequences of drug and alcohol use. Instruction also emphasizes resisting peer pressure concerning illicit drug and alcohol abuse.

STAFF QUALIFICATIONS

All teachers for HTRS elementary classrooms hold Nebraska Teaching Certification issued by the Department of Education for the State of Nebraska and are teaching within their endorsed areas of instruction.

ACADEMIC PERFORMANCE

The Board of Education and the staff at HTRS believe that the main priority of students should be their academics. Everyone within the District shall help each student strive to meet his/her potential. Academic performance and educational guidance for students who are experiencing difficulty in their academic classes is very important. To help student succeed in their academic classes, before and after school assistance is available. It is the responsibility of both the student and teacher to make arrangements for a time that is convenient for all parties involved. Students are given the opportunity to obtain educational guidance, support and instruction on a daily basis.

INCOMPLETE WORK

Students with incomplete work or who are on the down list in any class will be required to stay 9th hour for academic aid. 9th hour will begin at 3:30 p.m. and end at 4:15 p.m. At 4:15 p.m. students will be allowed to attend sports practices or other scheduled activities. If the work is not satisfactorily completed, the student will remain on 9th hour until the teacher signs him/her out. If the student fails to report for 9th hour a 30-minute detention will be issued in addition to the 9th hour. If the student fails to report a second time the parent will be notified and an in-school suspension (ISS) will be issued.

If the student has been ill, the time period allowed for making up an incomplete will be the number of days absent plus 1 day. An incomplete will automatically eliminate a student from the honor roll, unless it is due to illness and work can be made up before the honor roll is released.

K-8 PROMOTION REQUIREMENTS

Students in kindergarten through eighth grade failing any of their core subjects, those subjects that a student takes five days a week, may be retained. The final determination of promotion or retention shall be the responsibility of the administration. Those students with special needs will be evaluated on an individual basis by the administration. Parents may request a review of the retention.

GRADUATION REQUIREMENTS

A student must earn a total of 260 semester hours of credit of which 220 must be academic solids. A semester hour is earned for one period a week all semester, hence five periods a week equals five semester hours. Every student must earn a minimum number of hours in the following disciplines:

| | |
|--------------------|-------------------|
| English | 40 semester hours |
| Speech | 5 semester hours |
| Math | 40 semester hours |
| Science | 30 semester hours |
| American History | 10 semester hours |
| Government/Econ | 10 semester hours |
| World History | 10 semester hours |
| Physical Education | 6 semester hours |
| Health | 4 semester hours |
| Computer Science | 10 semester hours |
| General Business | 10 semester hours |
| Fine Arts | 5 semester hours |
| Electives | 70 semester hours |

Class designation is determined by the number of years a student has been enrolled in high school. It is not an indicator of progress towards graduation.

Grade Nine (freshman) = 1st Year of high school

Grade Ten (sophomore) = 2nd Year of high school

Grade Eleven (Junior) = 3rd Year of high school

Grade Twelve (Senior) = 4th Year of high school

Class standing is determined by number of credits earned. A course carried five days per week is designed for five credit hours per semester. Students at or above the targets will be considered to be "In Good Standing" and those below the targets will be considered to be "Not in Good Standing."

Freshman Target = 0-62 credits

Sophomore Target = 63-125 credits

Junior Target = 126-188 credits

Senior Target = 189-260 credits (260 credits required for graduation)

Credits received for enrichment classes in addition to regular academic classes are:

| | |
|--------------|----------------------|
| Band | 5 hours per semester |
| Chorus | 5 hours per semester |
| Library Aide | 5 hours per semester |
| Office Aide | 5 hours per semester |
| Teacher Aide | 5 hours per semester |

FINANCIAL LITERACY REQUIREMENTS

The graduation requirement for the Financial Literacy Act is required for all public *and* non-public schools (Nebraska Revised Statute 79-729).

The class of 2024 (current sophomores in public and non-public schools) must complete a course in personal finance or financial literacy (as defined by Nebraska State Statute 79-3002) or personal finance as a graduation requirement.

Financial literacy instruction in grades K-8 applies only to public schools and must be included in the instructional programs of elementary and middle schools as appropriate.

Each school district shall provide a financial literacy status report annually to its local board of education.

Any student desiring to work as a teacher's aide, library aide, or office aide must be a junior or senior and assigned through the counselor or principal's office. Students will only be allowed to work as a teacher aide for one class period a day. An application process may be required.

Work experience will be granted to juniors and seniors that are in good standing have made proper arrangements through the counselor's office. Work experience may be revoked at any time by the administration.

HTRS operates on an 8-period day. Every student must have 8 complete periods filled. Students wishing to fill less than 8 periods will need to present their requests to the counselor and principal. In order to justify a class selected from the elective field, we must have a minimum number of students enrolled each semester.

All students are expected to attend 8 full semesters of high school to receive a diploma. Special action must be taken by the HTRS School board for any exception to this rule.

IF DURING YOUR YEARS IN HIGH SCHOOL YOU HAVE FAILED A REQUIRED SUBJECT AND MUST REPEAT IT, THE COUNSELOR WILL WORK WITH EACH STUDENT TO ENSURE THEY ARE MEETING THE REQUIREMENTS FOR GRADUATION.

Any former students of Humboldt Table Rock - Steinauer, Dawson-Verdon or Southeast Consolidated may receive a High School diploma if they meet the following conditions:

1. Eighteen years of age and the class in which the applicant was enrolled at time of withdrawal has been graduated at least one year.
2. Successfully completed the G.E.D test and present the test scores with letter of application.
3. Pay the full cost of obtaining a diploma from a printing company.
4. The applicant must present a formal letter of application to the Superintendent of Schools requesting a diploma.
5. If an applicant feels that he/she has a special situation that should be considered, he/she should talk to the administration. If the administration feels that the situation has merit, they will present it to the school board.

DROPPING OR ADDING SUBJECTS

Student may not drop, discontinue or add subjects except at semester unless special arrangements have been made with the counselor and principal. The counselor and principal will only give permission when students have gained approval of his/her parents and have consulted with the instructor of the subject to be dropped or added. To drop or add a subject, the student should secure the proper form from the counselor.

PARENT/TEACHER CONFERENCES

Parent-teacher conferences are scheduled twice a year. Time is allowed for direct questions, answers and observations between the parent and the teacher.

REPORT CARDS

Report cards will be printed at the end of every quarter or semester. Proficiency, progress and deficiency reports will be sent out, as necessary by the teacher. Students transferring to another district will receive their reports from the school via mail.

REGULAR GRADE SCALE

| | | |
|----|---|--------|
| A+ | = | 98-100 |
| A | = | 95-97 |
| A- | = | 93-94 |
| B+ | = | 91-92 |
| B | = | 88-90 |
| B- | = | 86-87 |
| C+ | = | 84-85 |
| C | = | 80-83 |
| C- | = | 78-79 |
| D+ | = | 76-77 |
| D | = | 72-75 |
| D- | = | 70-71 |
| F | = | 69-0 |

WEIGHTED GRADE SCALE

| | | | |
|----|------|----|------|
| A+ | 5.0 | A+ | 4.0 |
| A | 5.0 | A | 4.0 |
| A- | 5.0 | A- | 4.0 |
| B+ | 4.75 | B+ | 3.75 |
| B | 4.5 | B | 3. |
| B- | 3.0 | B- | 3.0 |
| C+ | 3.75 | C+ | 2.75 |
| C | 3.5 | C | 2.5 |
| C- | 3.0 | C- | 2.0 |
| D+ | 2.75 | D+ | 1.75 |
| D | 2.5 | D | 1.5 |
| D- | 2.0 | D- | 1.0 |
| F | 0.0 | F | 0.0 |

HONOR ROLL

Honor roll recognition is for students in grades 7-12 and is based on core subjects, those subjects that a student takes five days a week. Subjects graded by “pass/fail” will not be used to determine grade point average. The **High Honor Roll** will include students with a GPA of 94 to 100 percent with no grade below an 86 percent in any subject. The **Honor Roll** list will include students with GPA of 89 to 100 percent with no grade below 86 percent in any subject.

HIGH ABILITY LEARNERS

The HTRS Schools, in compliance with NDE Title 92, and LB 647, have implemented a comprehensive program for identification of High Ability Learners in grades K-12. These identified students are provided with services to meet their needs by accommodation through the District’s HAL Coordinator and/or by their classroom teachers.

ATTENDANCE

Compulsory Attendance and Excessive Absenteeism

Research on policies and practices that effectively encourage regular student attendance share some key components:

1. Education of parents regarding school attendance requirements.
2. Effective policies and practices to monitor attendance.
3. Clear definition of excessive absenteeism and a two-stage response to excessive absences.

The board has considered this educational research and used it to create the following policy on Compulsory Attendance and Excessive Absenteeism.

Required Attendance

Every person residing in the school district, who has legal, or actual charge, or control of any child, who is of mandatory attendance age, shall cause that child to attend a public or private school regularly, unless the child has graduated from high school or has been allowed to dis-enroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1, of the current school year, are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance, if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child.

Discontinuing enrollment – 5-Year-Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1, of the current school year shall submit a signed, written request to the superintendent. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district, until the beginning of the following school year, unless otherwise required by law.

Discontinuing Enrollment – 16 and 17-Year-Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes, but is not limited to, filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Expectations for Regular Attendance:

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
 - a. Absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;
 - b. Absences when the weather conditions have made the roads impassable, so that the student's attendance is impracticable or impossible;
 - c. Student attendance at a school-sponsored activity;
 - d. Student has been suspended or expelled from school by the school district; and
 - e. Absences required by law enforcement, child protective services, or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor illnesses, family events, and routine appointments are considered simply "absent."
4. Upon return from every absence or partial-day absence, students may remain after school for 30 minutes to meet with teachers, work on missed assignments, or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student's classroom teacher(s).
5. Students must not be absent from any course more than twelve days, in any given semester, to earn academic credit for that course for that semester. Students who lose credit in any given course, due to absences, may appeal that loss of credit to his/her building principal.

When students are absent from school, district staff will respond as follows:

First Stage Response to Absences

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. Parents/Guardians will be notified by letter after 4 absences per quarter. After the tenth absence in a semester a meeting will be called and collaborative agreement addressing barriers of attendance will be held.
 - a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate),
 - b. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance.

Second Stage Response to Absences

Students who accrue more than 20 absences in a school year may be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b).

UNEXCUSED ABSENCES

Unexcused absences should not happen; regular school attendance is too important. For that reason, all unexcused absences will result in failure for all work missed during the absence. Failures affect a student's grade average for the course work and ultimately affect credits for course work. Examples of unexcused absences would be truancy, shopping trips, hair appointments, oversleeping, photography appointments, tux shopping/fittings, or anything else that could be done outside of the school day.

QUESTIONS CONCERNING ABSENTEEISM SHOULD BE DIRECTED TO THE PRINCIPAL'S OFFICE.

TARDIES

Students must arrive prior to 8:30 a.m. in period 1 to be counted present for that class period and be in school until after 3:00 p.m. to be counted present for the period 8 class. Students will sign in at office upon arrival. Students have three minutes between classes. There will be a tardy bell. Any student who accumulates more than three unexcused tardies for any one class during a semester period will make up 30 minutes with the classroom teacher for each 3 tardies accumulated. Students subject to the 30-minute makeup time must arrange the time with the teacher within 1 week of the last tardy. All teachers will enforce tardy compliance for all students.

MAKE-UP WORK

School activities: whenever students are absent from classes because of involvement in an activity during the school day, they may be required to complete a sign-out sheet. It is the responsibility of the student to make up class work that is missed, prior to the absence or make arrangements with each individual teacher. If required by the teacher, make-up work for activities or planned parent request absences will be due IN ADVANCE.

Illness: upon returning to school, students must make arrangements with the teacher to make up any work notes, tests or quizzes missed during their absence. Students will have $n + 1$ days to make up their work upon returning to school, n being the number of days missed.

An incomplete final grade must be completed within two weeks from the previous grading period or the incomplete will revert to an “F”. If the student’s absences have been greater than six days because of extenuating circumstances, an additional day will be allowed for each day beyond the six days. For the 4th quarter, the same time schedule shall be followed. If extenuating circumstances exist a special waiver may be granted by the administration.

STUDENT CONDUCT

PASSES

During the school hours, students are not to be in the hall or go to other rooms without a pass. Passes are a privilege and not a right. Individual teachers may take this privilege away any time the actions of a student warrant it. **A pass for a conference/help with a teacher must be obtained from that teacher before a period begins. Plan your needs in advance and passes will not give you any trouble.**

Each student will receive a student handbook with a planner at the beginning of each school year or when he/she enrolls in school. Students will be allowed to leave the classroom only two (2) times during each school day. To use a hall pass the student must fill out in his/her planner the place and time they are going to be in the hall during that day. The teacher will initial beside the information and issue the student the classroom hall pass. If the teacher notices that both hall opportunities have been used for the day he/she will not issue a pass to the hallway unless it is for an emergency. Students who do not have planners with them or do not have the information filled out correctly will not be allowed to use a hall pass privilege. Students that are in a location not specified by their hall pass or that do not follow the procedures for using a hall pass will be referred to the office for disciplinary action. Students who lose their planners may purchase a replacement planner for \$5.00 from the office.

BUILDING EXPECTATIONS

The students at HTRS will...

- Be Safe
- Be Respectful
- Be Responsible

PBIS

- Positive Behavioral Interventions and Supports (**PBIS**) is an evidence-based three-tiered framework for improving and integrating all of the data, systems, and practices affecting student outcomes every day. ... It is a commitment to addressing student behavior through MTSS (Multi-Tiered System of Support)

TELEPHONE, CELL PHONE AND ELECTRONIC DEVICES

Students may use the phone in the office with permission. This phone is available for calling home to leave a message or request materials. It is not for social use. **Cell phone, and other electronic device use during school hours is strictly prohibited.** Electronic devices will be confiscated and returned after school hours. Repeated infractions will result in the devices being confiscated and returned to a parent.

Headphones may be used with a laptop on an as needed basis for class projects and accommodations with teacher permission.

BACKPACKS

Backpacks are to be stored in student lockers during the school day. Students will refrain from carrying backpacks unless it is an organizational accommodation dictated by an individual education plan.

DISCIPLINE

DISCIPLINE

To provide a proper educational atmosphere, it is necessary to have a certain expectancy regarding student conduct. Please see the complete discipline policy #6024 in the principal's office or on-line at htrstitans.com

The following are expectations for student behavior at HTRS.

1. Every student should be considerate of the rights and privileges of fellow students and staff members. Students will not be allowed to hinder the right to an education of any student in this school.
2. Students will use school appropriate language and behaviors. Obscene language or behavior will not be tolerated.
3. Students will treat the property of the school or others appropriately.
4. Students will be respectful to other students and staff.
5. Students will comply to a reasonable request of a staff member.
6. Physical assault (fighting) will not be tolerated.
7. Harassment (sexual or physical) will not be tolerated.

Removal from class for disciplinary reasons could result in the student making up double the time spent out of the room. The student will need to work with the classroom teacher to resolve the issue. A second time out from class will result in a conference with the principal, teacher and any other parties as needed. Parents will be notified by the teacher via a note and/or telephone call. A third offense will necessitate a meeting between parents, teacher, student, and administration to determine the course of action.

Suspension/expulsion from class with possible loss of credit will follow should these measures not prove successful.

In extreme disciplinary situations, students will be suspended from school by the administration for a period of up to 5 days, on basis of evidence that strongly indicates that the student committed offenses against the school discipline or moral codes of conduct while in attendance at school or while participating in activities sponsored by the school. If suspension does not take care of the situation, the administration may expel the student from the school for the remainder of the semester.

The following student conduct shall constitute grounds for possible expulsion for the remainder of the semester in which it takes effect or for short or long-term suspension (up to 19 days).

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purpose.
2. Willfully causing or attempting to cause damage to, or theft of property.
3. Causing or attempting to cause physical injury to a school employee or any student.
4. Threatening or intimidating any student for the purpose of, or with the intent of obtaining money or anything of value from any student.
5. Knowingly possession, handling, or transmitting any object or material that is ordinarily or generally considered a weapon.
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or alcohol.
7. Public indecency as defined by state law.
8. Engaging in any activity forbidden by state law which constitutes a danger to other students or interferes with school purposes.
9. A repeated violation of any school rules if such violations constitute a substantial interference with school purpose.

Student Exclusion, Suspension, and Expulsion Policies and Procedures are available in the Principal's Office.

PUBLIC DISPLAY OF AFFECTION

Public display of affection will not be allowed or tolerated in classrooms, halls, buses and any other area on the school grounds, or while attending a school activity. This includes, but is not limited to, holding hands, kissing, hugging, etc.

DUE PROCESS

Due process is afforded to both students and their parents to assure communications between home and school. HTRS takes great care to preserve the rights of all involved. It is only through communications that wrongs can be righted or improvements can be made.

The "chain of command" should always be followed. Please begin directly with the person involved as that is the one that has the best information and insight to share. If your questions are not answered satisfactorily or you disagree with the decision, arrangements will be made for you to talk with that person's supervisor, up to and including the HTRS Board of Education.

STUDENT ORGANIZATIONS AND ACTIVITIES

NATIONAL HONOR SOCIETY

Eligibility - candidates must be a member of the sophomore, junior or senior class. Candidates must have attended HTRS the equivalent of one semester. Candidates must have a cumulative scholastic average of at least a 93 percent. Candidates shall be evaluated based on service, leadership, scholarship and character.

Selection Process

1. Student's academic records will be reviewed and a list of all candidates who qualify on the basis of scholarship will be prepared by the chapter advisor.
2. Students who are eligible scholastically will be notified and told that for further consideration for selection to the NHS Chapter they must complete the Student Activity Information Form.
3. All faculty members will be invited to complete a rating of leadership, service and character for each student completing a Student Activity Information Form. The faculty is asked to rate only those students they feel they know from having worked with them in a class or activity.
4. Students will be interviewed by the faculty council.
5. The faculty ratings are then reviewed by a five-member faculty council that makes the final determination and selection for membership.

HS STUDENT COUNCIL

The Student Council is a group of students who are the voices of the student body and serve in an advisory capacity to the administration on school related issues. The Student Council consists of members from each grade level. Representatives are selected in the fall by the vote of each class.

FUND RAISING

Any fund-raising activities undertaken by any class or school organization must first be approved by the sponsor, then the administration. The need for the activity must be justified upon making the initial request. New fund-raising activities should not be competitive with existing fund raisers since priority will be given to the established fund-raising activities.

SCHOOL DANCES/PARTIES

Organizations may have a school dance or special activity if approved by the administration and sponsor. Dances or other activities will be co-sponsored by parents and sponsors. All junior high school dances or parties will be closed to the public. High school dances will not admit students younger than freshmen or persons older than 20. Non-HTRS high school students will be allowed to attend if the student is registered in the office and approved by administration. Students who leave a school-sponsored dance will not be allowed to return.

ACTIVITIES AND ATHLETICS

ELEMENTARY FIELD TRIPS

The HTRS School District recognizes that field trips are a way to explore and learn from the world around them. Parents who are invited to chaperone should wear appropriate attire and should also be prepared to assist the teacher in supervising students for the safety of all children on the field trip. Parents that agree to chaperone will be required to travel with the students on the bus or the provided mode of transportation. Chaperones will follow guidelines set forth by the classroom teacher.

ACTIVITY PHILOSOPHY

Interscholastic athletics and activities shall be an integral part of the total school educational program. Its main purpose is to provide educational experiences not otherwise provided in the curriculum, to develop learning outcomes in the areas of knowledge, skills and emotional patterns and contribute to the development of better citizens. Emphasis shall be upon teaching through athletics and activities in addition to teaching the skills of each activity.

Objectives

- To provide outlets for students desiring to participate on teams in competition with other schools.
- To assist in the development of higher levels of strength, endurance and vitality.
- To teach good sportsmanship.
- To further develop the health and knowledge of each individual so he/she will be a contributing member of society.
- To develop ideals of self-sacrifice and denial.
- To create an atmosphere of unity; to foster a school spirit growing out of the school athletic and academic endeavors, a spirit which will make the educative process more effective.

DRUG AND ALCOHOL USE

It is the policy of HTRS Public Schools that students refrain in all cases from the use of drugs, alcohol, tobacco, and any other substances or paraphernalia prohibited by law or school policy (collectively, "prohibited substances"). This policy includes vapor products and e-cigarettes as well as any products intended by appearance or effect to replicate tobacco products. Also, included in this policy is the use and solicitation of these substances and the choice to be involved with others using, soliciting, or possessing these substances. For example, if a student is discovered to be at a party or other place where prohibited substances are in use, even if that student is not using the prohibited substance, the student is still subject to consequences under this policy.

A student who is in the possession of, under the influence of, who solicits, or who is discovered to be in the use or presence of prohibited substances on campus, in a school vehicle, or while in attendance at a school sponsored event shall be subject to the district's student discipline policies and this section. Such student shall be suspended or excluded from participation in all school sponsored activities and contests and must complete a report of the incident which shall be given to the principal and superintendent of schools.

A student who is in the possession of, under the influence of, who solicits, or who is discovered to be in the use or presence of prohibited substances off school grounds may be suspended or excluded from participation in all school sponsored contests.

Suspension or exclusion from activities or contests for a violation of this provision will commence at the discretion of the administration. The administration is the sole determiner of when the evidence or reports are sufficient to warrant suspension and/or exclusion from activities, in addition to other consequences permitted by law and other school rules.

If the violation occurs during summer months when school is not in session, suspension or exclusion from activities and/or contests may be imposed upon the student's next activity or activities and he/she must complete that sport or activity.

Suspension from activities and/or contests for a violation of this provision occurring while school is in regular session (including end of calendar year breaks, holidays, etc.) will take effect at the direction of the administration and may commence immediately. If a student is not involved in an activity, the consequences may be imposed immediately upon the student's next activity or activities. Student violation(s) generally will result in suspension from activities and/or contests as follows. The penalties may be enhanced for each subsequent violation of this policy during the student's enrollment. However, administration may also impose more serious consequences and, for example, may treat first violations as second or third violations depending upon the nature of the violation:

- First and/or minor violations - (30) thirty*school days.
- Second and/or more severe violations - (1) one*calendar year.
- Third and/or very severe violations - remainder of student's time at HTRS

*The administration may provide the student with the option to have a 15-day suspension for the first offense or a 6-month suspension for the second offense by entering a school approved treatment program at their own expense. The student must show successful completion of an approved treatment program prior to reinstatement to activities. If at the end of the 15-day suspension period the student has not completed the approved program, the student will be reinstated as long as he/she continues and completes the approved program.

Nothing in this section prohibits the activity sponsor and/or administration from imposing consequences permitted by board policy, handbooks, activity rules, or other school rules and directives. Student discipline policy #6024 can be viewed in its entirety at htrstitans.com

ATTITUDE

An unexcused absence from practice will result in disciplinary action determined by the sponsor. Repeat absences could result in the student's exclusion from the activity. The merit of the student's reason for missing scheduled activity events (such as practices and competitions) is determined by the sponsor of that activity. If the student is suspended or excluded from the activity, the sponsor will provide the administration with his or her basis for the decision.

Any conduct which reflects poorly on the athletic program, activity, or the HTRS Public School in general will not be tolerated, and consequences may be imposed by the administration and/or sponsor consistent with school policy.

ACADEMICS

An athlete must pass twenty (20) hours each semester to remain eligible for varsity athletic competition in the next semester.

To participate in any interscholastic competition, weekly eligibility must also be maintained. Students who fail two courses will be placed on a probationary list for ineligibility to participate in any school sponsored activity. Should the student be ineligible a second time during any one sports seasons, the student then becomes ineligible to participate during the following week from -Tuesday to Monday-, or as long as the student remains on the down list. Teachers will be required to hand in a list of students who presently maintain an accumulative failing status to the principal each week. The principal in turn will notify the activity sponsor. The sponsor will notify the student and parents. The student will be allowed to practice but may not represent the school at a competition.

Guidelines for participation in activities are established to ensure the general good nature of competition by HTRS Public School. Special or unusual circumstances involving health, attitude or academics may be dealt with by the coach and administration at their discretion. At all times, punishment assigned should be in the spirit of enhancing the philosophy and objectives of interscholastic activities.

PRE-PRACTICE REQUIREMENTS

Each student, before he/she can participate in athletics each school year, must present the Athletic Director with a physician's statement stating he/she is physically fit to participate in interscholastic athletics.

If an athlete is under medical advice not to participate in athletics, he/she will not be allowed to do so regardless of the feeling of the athlete, his/her parents or the coach.

Each athlete must have permission in writing of his/her parents before he/she can participate in athletic practices.

INSURANCE

Accident insurance must be carried by the athlete's parents before he/she can participate. If the family does not have health insurance coverage, insurance through the school may be purchased at a nominal fee.

Information as to the insurance coverage must be provided in writing to the Athletic Director before the participant will be allowed to practice.

TEAM TRAVEL

Team members must travel to and from out-of-town activities as a unit. The only exception to this rule occurs when prior arrangements have been made for transportation. Arrangements must be made with the coach/sponsor and the principal. Parents may sign out a student after the activity.

Dress of team members on out-of-town trips should be clean, neat and in good taste.

PARTICIPATION AND ATTENDANCE

A team member may not practice with the team or play in an athletic contest if he/she has missed the afternoon prior to participation because of illness or unexcused absence. School absence because of school activities or family emergencies (funeral, etc.) will not result in the student being held out of practice or games. Prior arrangements will be handled on an individual basis at the discretion of the coach.

PRACTICE/CONTEST GUIDELINES

There will be no practice of any sport or activity on Sunday unless there is a competition on the following Monday. Sunday practice will not be mandatory and must be approved by the administration. When the school issues a 2-hour late start due to weather, practice may be held but will not be mandatory. There will

be no practice when school has been cancelled because of inclement weather. If practices are held during school vacations or holiday periods, excluding preseason practice in the summer, students will be encouraged, but not required, to participate.

No athletic contests will be played on Wednesday evening (church night) unless they are mandated by Conference or District Tournament officials.

No player will be cut from an athletic team because of lack of his/her athletic ability.

The school will provide uniforms and other necessary equipment for participation in the various activities with the exception of shoes. Students will have to pay for their outfits for cheerleading, swing choir, and stage band. Towels, socks, etc. must also be the responsibility of each participant. Equipment that is checked out to the student is his/her responsibility for safekeeping and cleaning. If it is lost, the student will be expected to pay its replacement cost.

At the end of each sport season, the coach will announce the athletes who earned a letter in that sport.

Coaches will hold approximately 1.5 hour, not to exceed 2-hour, practice sessions. Athletes will practice after school and the other activities will practice at other times.

Each student out for athletics will be assigned a locker with a lock. We encourage students not to bring valuables to school and not to leave their locker unlocked but each year we have items stolen because students neglected to heed our warnings. Items cannot be stolen if they are kept locked up.

REQUIREMENTS FOR LETTERS

| | |
|------------|---|
| Football | Play in at least half of the varsity quarters. |
| Basketball | Play in at least half of the varsity quarters. |
| Volleyball | Play in at least half of the total sets played. |
| Wrestling | Accumulate 20 points or place at district wrestling tournament and/or complete the season in good standing. |
| Track | Score in 2 events or 2 meets. |
| Golf | Shoot a 48 or better in a verified round. |

The requirements listed above may be waved in the case of an athlete who has contributed a great deal to the team. An athlete must complete the season to letter unless the activity director and coach grant permission to discontinue competition for such things as health and injury. In all cases the athlete must have the coach's and activity director's approval for lettering.

Letters may be granted to senior students who have participated for four years in the same sport.

Student manager letters are given to students who prefer the duties of such and meet the requirements of completing the season and have the activity director's approval.

IN ORDER TO REPRESENT A HIGH SCHOOL IN INTERSCHOLASTIC ATHLETIC COMPETITION, A STUDENT MUST ABIDE BY ELIGIBILITY RULES OF THE NEBRASKA SCHOOL ACTIVITIES ASSOCIATION.

PARTICIPATION ON OTHER TEAMS

Any individual who is a member of any HTRS HS interscholastic athletic squads cannot participate in any other organized team of the same sport, in school or out of school, during the concurrent period that he is a member of a HTRS interscholastic squad. (Example: town team basketball)

MIDDLE SCHOOL ATHLETIC ELIGIBILITY

To be eligible to participate in Middle School athletics the following rules apply:

1. All members must be a full time 7th or 8th grade student in regular attendance.
2. All members must not turn 16 years old prior to August 1 of the current school year.
3. All members are limited to two years of eligibility.
4. Members must be present in school for at least 4 periods on the day of practice or game to participate.
5. Members must be academically eligible (see ineligibility list under academics).

Any exception to this rule must be approved by the administration. The administration and coaching staff shall reserve the right to withhold any student from participation should the classroom work or citizenship of the student at any time indicate they are not working up to their potential.

ACTIVITY BUS

On occasion the school may provide an activity bus for high school students to attend an event. The sign up sheet for the activity bus will be in the principal's office. Students must sign up by 3:30 on the preceding day.

The use of the school buses for school activities is a privilege granted by the board of education so that students may take part in out-of-town activities. Bus sponsors for those activity trips are appointed by the school officials, and therefore, have the same official responsibility as that of the teacher. If students do not conform to the rules, the sponsor shall report the rule violation to the principal's office immediately. Students and staff/sponsor must ride the bus to and from out-of-district school sponsored activities. Sponsors may only release the students to ride home with their parents provided the parents have gained permission from the sponsor by speaking with him/her personally. After speaking with the sponsor, the parents will need to sign a release before leaving with the student.

RETURN TO LEARN PROTOCOL

The Concussion Management Team (CMT) ensures that every student who suffers a concussion is monitored for a safe return to activity.

1. Possible concussion occurs! If at school sporting event or other school activity, family is notified of possible concussion and encouraged to seek medical confirmation and advice.
2. Medical confirmation of concussion is obtained.
3. Parent signs Release of Information form allowing the school district to be notified of concussion and to share information.
4. District CMT contact person notified of medical confirmation of concussion parent, coach, athletic trainer or health care provider.
5. CMT contact person informs appropriate school personnel (teachers, school nurse, athletic trainer, coaches, etc.) of concussed student and specifies general accommodations from health care provider if available.
6. CMT implements a gradual Return to Learn Progression plan (see separate document).
7. CMT documents physical, cognitive, behavioral and emotional symptoms of concussed student and assesses the student's needs based on symptoms.
8. CMT designs individual academic accommodation plan with appropriate school staff and works with the student assistance team to coordinate academic accommodations for duration of recovery (about 2 -3 weeks) and reviews this with the student and family.
9. Teachers monitor the effectiveness of adjustments, accommodations and symptoms of concussion and report progress/recovery data and results regularly to CMT contact person. Data on progress/recovery shared with family and student. Family monitors symptoms at home and regularly reports to CMT.

10. CMT makes adjustments and readjustments to individual plan until student no longer has special needs in the classroom resulting from the concussion. Student progress and updates are communicated to appropriate school staff, family and student.
11. Family and CMT agree student is symptom free and function is “back to baseline**” in the classroom. CMT ensures that the concussion date and adjustments for Return to Learn are documented in the student’s file.
12. Student returns to academics full-time with no adjustments or accommodations. Written clearance from health care provider is obtained by family. After a successful Return to Learn plan has been completed, the student begins the Return to Play Progression.

**Baseline testing will be completed on all students entering 7th grade.

USE OF THE BUILDING

Students are encouraged to make use of their school building for worthwhile pursuits related to the school program. **Students are not to be in the building during the part of the school day or year that school is not in session except under the direct supervision of a member of the teaching faculty. All activities must be scheduled with the principal through the organization sponsor. Equipment housed in the PE closet is not for student or public use without prior permission.**

TRANSPORTATION

STUDENT DRIVERS

Students driving cars/trucks to school are to park in the west parking lot. However, this is a privilege that can be revoked at any time. Students should use the west exit when departing school and not use 8th street to travel to keep our pedestrians safe. Do not park in the streets, east of the gym, visitor or handicap spaces. Do not block in other cars by careless parking. Students are not to loiter in the parking lot before or after school hours and should not be in the parking lot over the noon hour.

BUSES

Upon entering a school bus, a student should immediately take a seat as assigned and remain in it until reaching the school or other destination. Students should keep their voices down and obey the bus driver always. Students who are in violation of bus rules will be EXCLUDED from riding buses. Pop and food will be allowed on the regular bus routes, if approved by the individual driver. Students riding buses on activity trips MAY be allowed food and beverages if permission is given by the sponsor and driver. If food or drink is consumed on the bus, it is the responsibility of the students and sponsor to clean up the bus at the end of the trip. The driver is not responsible for food clean up.

It is the responsibility of each student riding the bus to let the bus driver know whether he or she plans to ride to or from school. If you do not plan to ride in the morning, call your driver before he leaves for his morning route. If a student does not plan to ride home in the afternoon, it shall be the student’s responsibility to go up to the bus loading zone and personally tell the driver. Students from TR riding to Humboldt for an activity need to have written permission from their parents to the principal’s office for approval.

TRANSPORTATION USE POLICY

School transportation is provided by the district for student use. Riding in the school vehicle is a privilege and is not a right. Students who cannot conduct themselves in a proper manner on the bus/car/van may have riding privileges suspended. The following rules will be in effect for student conduct on the school provided transportation:

1. The driver oversees the bus. Please obey him/her promptly.
2. Be on time, the bus cannot wait for those who are tardy.
3. Wait for the bus on the right side of the road.
4. Talking with the bus driver while the vehicle is in motion is not permitted.
5. Classroom conduct will be observed on buses at all times.
6. Assist in keeping the bus clean.
7. Arms and heads are to be kept inside windows.
8. Remain seated while the bus is in motion
9. Get off the bus only after it has come to a full stop.
10. Any damage done to the vehicle by a student will be paid for by the offender.
11. Those students who are disruptive on the bus will be disciplined.

TRANSPORTATION DISCIPLINE PROCEDURE

Students NOT adhering to the preceding rules will be disciplined. Examples of infractions warranting discipline may include the following:

1. Destroying Property
2. Bringing Injurious or Objectionable Things Aboard the Bus
3. Leaving Seat
4. Disobeying Driver
5. Fighting, Tripping or Pushing Others
6. Hanging Out of Window
7. Throwing Things into or from the bus
8. Lighting Matches or Smoking
9. Spitting or Littering
10. Unacceptable Language
11. Damaging Bus Equipment
12. Rude, Discourteous, Noisy or Annoying
13. Improper Boarding or Departure Procedures
14. Other Improper Behavior

CONSEQUENCES FOR TRANSPORTATION INFRACTIONS:

First Offense: The parent will receive a phone call from the transportation department or principal with the bus driver present. A written warning will be mailed to the parent requiring the parent's signature. The signed warning must be returned to the bus driver one week from the issue date. If the signed warning is **not** returned the student will not be allowed back on the bus until the warning has been returned to the bus driver.

Second Offense: Two-day suspension from riding school transportation.

Third Offense: Five-day suspension from riding school transportation

Fourth Offense: Suspension from riding school transportation for the remainder of the semester

Fifth Offense: Suspension from riding school transportation for the remainder of the year

***The HTRS administration has the final determination in the issuance of consequences for transportation violations.**

FOOD SERVICE

BREAKFAST PROGRAM

HTRS provides students the opportunity to eat breakfast at school. The students who wish to partake may do so between 7:30 a.m. and 8:05 a.m. After a student is finished eating he/she must report to class or the designated waiting area.

FOOD SERVICE

Special meal arrangements may be made by contacting the Food Services Director.

THIS IS A BOARD POLICY CHANGE #3012

PAYMENT OF LUNCH MONEY

It is the student and parent's responsibility to pay for the student's meals in advance. Payment can be made by the day, week or month. A student's account will be allowed to become delinquent up to a negative \$5.00. Parents/guardians will be notified weekly by the electronic notification system when the student's account reaches \$25.00 and each week thereafter that it is below \$25.00. Any student who has a negative \$5.00 balance on their account will be offered a peanut-butter or cheese sandwich and milk or other appropriate action at the discretion of administration.

Students will be issued a lunch ticket with their own personal code to be scanned. Additional tickets will be issued the first Monday of each month at no charge. If a student does not have their lunch ticket, they will go to the end of the lunch line until students with tickets have been served.

Students who bring their own lunches are to eat in the lunchroom. Students may not bring or drink pop (sodas) in the lunchroom. Food/drinks will not be allowed in the small gym, locker rooms or elsewhere on school grounds during the noon hour unless a working lunch has been scheduled by staff.

FREE & REDUCED LUNCH APPLICATIONS

Each family is highly encouraged to take the time to fill out the Free & Reduced Lunch Application. Applications will be available in early August, given to each student the first day of school, or may be picked up at any of the school offices. **Each year a new application for lunches must be filled out and filed at the school.** It is a small way that (1) a family can save on the cost of feeding your child(ren) and (2) a school district receives additional funding in Title I, State Aid and other programs. All applications and those who qualify for the program are kept strictly confidential. There are no "special labeling" techniques used to identify student meal tickets. The only people who review the applications are the secretary and site administrator. If you have any question, feel free to contact the district office. Thanks for your cooperation.

CLOSED CAMPUS

Once a student arrives in school, they will remain here until the end of the school day. Students will not be allowed to leave during the noon hour. Lunch will be served for all students. Those not wishing to eat in the school's lunch program may bring their lunch with them in the morning.

OPEN CAMPUS

Students achieving high honor roll status are eligible for open campus during the lunch hour. Students wishing to utilize open campus must have a signed parent permission form on file in the office. Students will need to sign out on the form in the office each time they are leaving the building for the lunch period. Students will have open campus privileges while they remain on the high honor roll.

EMERGENCY PROCEDURES

SCHOOL CLOSING

The Alert Solutions System is used when we have a cancellation of school, late start, or early dismissal. The Alert-Now System can call all staff and parents within minutes to inform them of schedule changes. The dismissal times will be announced by the Superintendent's office and broadcasted on radio and T.V. stations: KLZA 101.3, KMZA 92.9, KTNC (1230), KNZA (103.9), KNCY (1260), KUTT (99.5), and KOLN/KGIN-TV (Channel 10), KETV-TV (Channel 7), KMTV-TV (Channel 3), WOWT-TV (Channel 6).

If at any time you as a parent feel your child(ren) should be dismissed for inclement weather, call the school for dismissal. Your child's safety is very important to us.

FIRE DRILLS

The State Fire Marshall's office requires fire drills to be held each month, unannounced. All students should know the proper exits to leave the building and the procedure to follow as they exit each area of the building. Each area will have a posted procedure. Students are to walk quietly as they exit. Fire drill protocol will be posted in every classroom.

TORNADO DRILLS

During the school year, tornado drills will be held as needed. Bells will signal the warning to move to designated safety areas. These areas are: old and new locker rooms (boys and girls). It is important that all teachers accompany students to the assigned area and remain with them during the drill. The administration will release the students to return to class. In the event of an actual fire or tornado, administration will notify teachers and students when it is safe to return to the building or classrooms. Should an off-site place be required the Ag Building and Christian Church will be used.

ASBESTOS

The Environmental Protection Agency (EPA) requires informing employees, students and patrons of any friable asbestos present in the building. A possibility exists that the HTRS Schools has friable asbestos in the boiler room. The material has been completely encapsulated and it is located only in the boiler room so there is no health hazard. The floor tile in certain areas is known to contain small quantities of asbestos; however, it is not friable and, therefore, not harmful.

DISTRICT POLICIES

NOTICE OF PROGRAM ACCESSIBILITY

The HTRS Public School recognizes that all children deserve the right to the best education. The handicapped individual is no exception. The HTRS Public School recognizes that every handicapped child can have a meaningful and productive place in our society as long as we continue to offer the appropriate opportunities he needs to develop. It is the responsibility of the school district to provide educational programs designed to meet the educational needs of each individual child inflicted with a handicap.

CHILD FIND

Public Law 94-142, Rule 51, Rule 54, mandates that a free appropriate public education is available to each handicapped child ages 0-21 who resides within a local school district.

Handicapped children are defined by the Act as physically handicapped, visually handicapped, acoustically handicapped, speech handicapped, orthopedically handicapped, Educable Mentally handicapped, Behaviorally Impaired, Specific Learning disabled, mentally retarded, multi handicapped, home and hospital bound. (By reason thereof, require special education and related services.)

If you feel your child may qualify under any of the above categories, please contact the Superintendent of Schools, HTRS Public Schools, Humboldt, Nebraska.

TITLE IX NOTICE

It is the policy of the HTRS 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. The full Title IX policy #3057 can be accessed on the school website. htrstitans.com

It is the policy of the HTRS school district not to discriminate on the basis of sex in the educational programs, activities, or programs as required by Title IX of the 1972 Education Amendments. Inquires regarding compliance with Title IX may be directed to: HTRS Administration 810 Central Ave. Humboldt Nebraska 68376 or to the Director of the Office of Civil Rights Department of Education, Washington, D.C.

HTRS LAPTOP HANDBOOK



2022-2023 SCHOOL YEAR

PLEASE NOTE: Given the changing nature of technology use and applications, laptop handbook provisions are subject to change over the course of the school year. If such changes occur, students and parents will be notified via school publications.

Distribution of Laptops

A. Laptop Initiative

Laptops are distributed each fall to all K - 12 students. The student and parent must sign a Laptop Usage Form before the student can check out a laptop or participate in the HTRS Laptop Initiative. Laptops will be collected at the end of each school year for maintenance, cleaning, and software installations. Students will retain their original laptops each year while enrolled at HTRS. If a student/parent does not check the laptop back in before transferring to another school or as part of the end of the year check-in, the laptop will be considered stolen. Theft is a criminal set and will be dealt with accordingly. The administration may at any time revoke the laptop privilege or change the student usage options.

If the student/parent chooses to participate in the HTRS 6 - 12 Laptop Initiative, the student/parent must pay a laptop usage fee of \$35.00. It is the student's responsibility to help maintain the hardware provided for their use by the HTRS District. Any damage that occurs is the student's responsibility. The District may charge the responsible party repair costs based on the damage incurred. Bills must be paid in full by the end of the school year when students check the laptops back in. The student will not be able to check out a laptop the following year until this bill is paid in full.

B. Library Check Out

Students/parents may prefer **NOT** to participate in the HTRS Take-Home 1:1 Laptop Initiative. The student/parent may then choose to participate in the Checkout 1:1 Laptop Program. This program consists of checking out a 1:1 laptop to be used during the school day to complete assignments or educational projects requiring the use of a computer. The student will have a laptop assigned to them but must ask permission from their teacher/librarian to check out the laptop. This laptop is not to go out of the building and must be checked back into the library by 3:15 or the end of the day. Students/parents will be held responsible for the care of the laptop, just like any other school-used device. Students will be required to sign the "Student Pledge for Laptop Use" located in the PowerSchool Forms in their student account to participate in this option.

HTRS students in grades K - 5 are 1:1 using the checkout program. These students are not allowed to take their laptops out of the building.

C. Care of Laptops

Students are responsible for the general care of the laptop they have been issued by the school regardless of the program they are participating in. Laptops that are broken or fail to work properly must be taken to the library. The librarian will then notify the Technology HTRS Help Desk or Tech Office. If the student needs a loaner laptop, the Tech Office will contact the librarian, and the student will be allowed to check out a loaner laptop.

General Precautions

1. No food or drink is allowed next to your laptop.
2. Cords, cables, and removable storage devices must be inserted carefully into the laptop.
- 3. Laptops must never be left in a car or any unsupervised area.**
4. Students are responsible for having their laptop's battery fully charged for school each day.

Carrying Laptops

The protective cases provided with laptops have sufficient padding to protect the laptop from normal treatment and provide a suitable means for carrying the computer within the school. The guidelines below should be followed:

1. Laptops should always be within the **zipped protective case** when carried.
2. Do not place textbooks in the laptop carrying case. This puts too much pressure and weight on the screen.
3. The laptop must be put in sleep mode before placing it in the carrying case.

Screen Care

The laptop screens can be damaged if subjected to rough treatment. The screens are particularly sensitive to damage from excessive pressure on the screen.

1. Do not lean on the top of the laptop when it is closed.
2. Do not place anything near the laptop that could put pressure on the screen.
3. Do not poke the screen or punch.
4. Do not place anything on the keyboard before closing the lid (e.g. pens, pencils, or disks).
5. Clean the screen with a soft, dry, antistatic, or microfiber cloth.

D. Using Your Laptop

Laptops are intended for use at school each day. In addition to teacher expectations for laptop use, school messages, announcements, calendars, and schedules can be accessed using the laptop. Students must be responsible to bring their laptops to all classes unless specifically advised not to do so by their teacher. Students participating in the HTRS Laptop Initiative are allowed to take laptops home for educational use.

Laptops Left at Home

If a student leaves their laptop at home, academic consequences similar to those applicable to forgotten or incomplete work will be enforced. If there is a laptop available in the library, the student may ask permission from their tech department to check one out to use for that day. This loaner is not to go out of the building and must be checked back into the library at the end of the day according to the librarian check-out procedures.

Laptop Undergoing Repair

Loaner laptops may be issued to students when they leave their laptops for repair with the tech department. To get a loaner, the student must have a slip from the tech department so that they can check out a loaner laptop from the library. This laptop may not be a new machine. The expectations in this handbook are to be followed just as if it were the original laptop. When the original laptop is fixed, the student will be contacted and expected to turn in the loaner before they receive the fixed laptop.

When a laptop is in for repair, a student may use a loaner laptop until theirs has been repaired. However, students will need to pay for their repairs or replacement within 10 days of the return of the said laptop.

Students who have a bill for laptop repair or replacement that has not been paid by the beginning of the new school year, in August, will not be issued a laptop for the upcoming school year.

Laptop Battery Issues

Laptops must be brought to school each day in a fully charged condition. Failure to act responsibly with regard to ensuring battery charge will result in academic consequences similar to those applicable to forgotten or incomplete work. In cases where required school use of the laptop has caused batteries to become discharged during the school day, students may be able to connect their computers to a power outlet in class. **Laptops should be shut down overnight.**

Laptops Left in Unsupervised Areas

Laptops should not be left in unsupervised areas. Unsupervised areas include the school grounds and campus, the cafeteria, computer lab, locker rooms, library, unlocked classrooms, dressing rooms, and hallways. Additionally, laptops left in an unlocked area, hallway, or PE locker will be considered to have been left in an unsupervised area. Any computer left in these areas is in danger of being stolen. Unsupervised laptops will be taken to the Office. Disciplinary action may be taken for leaving your laptop in an unsupervised location.

E. Managing Files, Saving Files, Printing

Students are responsible for backing up their data by using an online location in the cloud.

Students may use network printers installed for student use. HTRS will not modify student laptops for home printing. Work completed at home will need to be saved and printed at school. We suggest that students email the document to themselves and then open and print it at school.

F. Laptop Software

Applications Software

The software originally installed by HTRS must remain on the laptop in usable condition and be easily accessible at all times. From time to time the school may add software applications for use in a particular course. The licenses for this software require that the software be deleted from laptops at the completion of the course. Students are not allowed to add ANY software to school-issued laptops or run applications from ANY foreign device (flash drive, DVD, CD, etc.). This means students are not to install the software.

Virus Protection

Antivirus protection software is installed. This software will scan the hard drive for known viruses on boot up. The virus software will be upgraded from the network.

Filtering Software

Software programs have been installed to filter internet content while the student's laptop is used at school, at home, or anywhere off-campus. That filtering software will block inappropriate websites and record websites that students visit when using school laptops.

Inspection

Computers remain the property of the HTRS District whether at school or home and may be inspected by school staff either directly or remotely at any time. The school has software that allows for remote monitoring of, access to, and control of school laptops.

Software Upgrades

Upgrade versions of licensed software may be necessary from time to time. Students will be instructed what, if any action, will be required to complete upgrades. The school does not accept responsibility for the loss of any software or student files deleted due to a reformat and reimage. Students are responsible for their data files.

G. Acceptable Use Policy

Educational Purpose

The HTRS Acceptable Use Policy will extend to all students during their enrollment. The HTRS District is providing students in grades K - 12 with laptops in order to improve instruction, motivation, and learning. The acceptable use of student laptops is for educational purposes including research, multimedia production, communication, and homework completion. Students are not to use their personal email or other communication applications or devices without the consent of authorized school personnel. Students are expected to follow appropriate rules for use, as outlined in the HTRS high school student handbook. All policies established by the HTRS District and those stated in this document will be enforced by teachers and administrators throughout the district.

Privilege Statement

The use of computers loaned or leased to students is a privilege. Students who do not use computers appropriately as outlined in this HTRS laptop handbook, high school handbook, or as directed by district personnel are subject to loss of laptops.

Conditions and Rules for Use

1. Students must have laptops with them, or in a secure location. Laptops should never be left unattended.
2. While transporting the laptop students must use the **zipped** laptop case provided by the school.
3. Students will use the computer for school-related educational activities only. Students are not to use their personal email or other personal communication applications or devices without the consent of authorized school personnel. Students shall not access material that is obscene in nature or that promotes illegal activity. If a student accesses an inappropriate site he or she should immediately report the incident to a classroom teacher, administrator, or district technology personnel.

4. **Students are not to write on, use stickers on, or mark their laptop or bag in any form. The bag and laptop are labeled with checkout information prior to checkout. If any damage does occur immediately report damage to staff.**
5. The HTRS District will maintain a filtering program to protect students from accessing inappropriate materials. Any attempt to circumvent the district's filter will result in possible disciplinary action and loss of 1:1 initiative computer privileges.
6. Email and all other forms of electronic communication will be used in a responsible manner. Students who engage in harassment, bullying, obscene, derogatory, or vulgar communication will be subject to possible disciplinary action and loss of laptops.
7. Students are NOT to use personal email accounts or other personal communication applications or devices at school without prior approval. Doing so will result in disciplinary action that may result in loss of laptop privileges.
8. Students are not to allow others to access their computer system by sharing account login and password information or other sharing systems.
9. Students will not attempt to gain unauthorized access to the school network system or any other computer system or go beyond authorized access. This includes hacking, attempting to log in through another account, or searching for ways to circumvent the network from home or school. This is illegal and will be subject to disciplinary action.

Internet Safety

1. Students shall not post personal contact information on the internet with their school devices. This includes name, age, gender, home address, email address, and telephone number.
2. Students shall not share or post personal photos or photos of others.
3. Students shall not engage in chatting, instant messaging, or use of social network sites at any time during the school day except when such has been approved for classroom use.
4. Students should inform district personnel of any threatening, bullying, derogatory, or obscene communication immediately.

Network Safety

1. Students shall maintain a confidential password for access to the network.
2. Students shall not knowingly or purposely access folders that are not established for access by the student, including any staff files, network files, or operating system files.
3. Students shall not take action to intentionally disrupt the operation of the network in any way.

H. Repair or Replacement of Laptop Computers

Manufacturer's Warranty

This coverage is purchased by the HTRS District for the laptops used in the 1:1 initiative. This warranty covers normal use, mechanical breakdown, or faulty construction and will provide replacement parts necessary to repair the laptop. This warranty does not warrant damage caused by misuse, abuse, or computer viruses. Please report all laptop problems to the librarian or tech office.

Damage

Damaged laptops will be sent to the laptop company or repair facility which will assess the damage and repair cost. The student/parent will be held responsible for 40% of the damage or repair and the school will pay 60% of this cost. Keyboards missing keys that require a new keyboard will be paid for by the student/parent at the replacement cost. Missing or damaged power adapters will be replaced and paid for by the student/parent at the replacement cost. If the laptop carrying case is damaged, the student/parent will be responsible for the replacement cost. This will be determined by the technology staff, librarian, and administration.

Claims for Laptop Protection Fees Coverage

Students/parents are responsible for the loss of the computer due to theft or fire not on school premises.

Intentional Damage or Damage Due to Willful Neglect or Loss

Students/parents are responsible for full payment of intentional damage to laptops or damage due to willful neglect or loss regardless of warranty. Intentional damage to school property is a criminal act and students will be dealt with accordingly. **Intentional or Willful Neglect is defined as but is not limited to; defacing, destruction, misuse, intentional or frequent damage, or cosmetic damage.** Students/parents will be responsible for 100% of this damage. This could be the cost of replacing the laptop which could be \$1000 or more.

I. Financial Responsibility

The HTRS laptops will be checked out to the student with the understanding that the property belongs to the school and is loaned out in good working order. Students are expected to care for and be responsible for the laptops just like textbooks, activity equipment, and other class/district property. The care of the laptop is the responsibility of the student regardless of whether they are taken home or checked out for use during the school day as outlined in the student handbook.

Students/Parents are responsible for:

1. Damage for any reason is the responsibility of the student/parent to contact the school.
2. The student/parent agrees that if there is a violation of copyright law or other illegal activities attributed to the student's use of the property, the district will be compensated, and the student will be subject to a penalty under the law.

J. Consequences for a Laptop Infraction:

1. **First Offense:** A verbal warning
2. **Second Offense:** Letter sent to the parents
3. **Third or more Offenses:** Detention

***The HTRS administration has the final decision in the issuance of consequences for laptop violations.**



Dr. George Griffith, Superintendent

Superintendent's Report June 13, 2022

The STEAM summer program began today and we had 12 sixth through eighth grade students attend this morning. We have nineteen first through fourth graders signed up for Wednesdays and Thursday. The students seemed to have fun today and I look forward to see what they get to do next.

I have not received any information back from the county attorney related to the SRO agreement as of today but I should have it back prior to July's meeting.

I do a walk around the facilities and see things are moving along well in getting the building cleaned and completing repairs. I also did a review of the progress at the Learning Center and the remodel is going well. I think the layout is going to work very well.

I have also been chosen to participate in the District Administration Superintendents Summit. All summit expenses are covered and an additional travel expense of \$400 will be covered. I was able to use my personal airline mileage for the flight and will be reimbursed for the rental care I will need to travel from the airport to the conference. It is being held in Geneva Lake WI on July 20-23.