

## **Agenda**

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
  - 2.1. Call the Meeting to Order
  - 2.2. Roll Call
  - 2.3. Excuse Board Members Who Are Absent
3. Approval of Agenda
4. Recognition of Visitors/Communications from the Public
5. Reports
  - 5.1. Principals Reports
    - 5.1.1. Elementary Report
    - 5.1.2. MS/HS Report
  - 5.2. Superintendent's Report
  - 5.3. Board Reports
6. Action Items
  - 6.1. Consent Agenda
    - 6.1.1. Approval of the Previous Meeting's Minutes
    - 6.1.2. Treasurer's Report
    - 6.1.3. Payment of general fund claims in the amount of \$360,178.48
    - 6.1.4. Payment of bond fund claims of \$408,658.75
  - 6.2. Consider, discuss and take all necessary action on
    - 6.2.1. Consider, discuss and take all necessary action to approve student accident and catastrophic insurance policies.
    - 6.2.2. Consider, Discuss, and take all necessary action to review the following School Board Policies for the 2022-2023 school year: 5035 Student Discipline, 5054 Student, 5001 Compulsory Attendance and Excessive Absenteeism, 5057 District Title I Parent and Family Engagement Policy, 5018 Parent and Guardian Involvement In Education Practices
    - 6.2.3. Consider, discuss, and and take all necessary action to update the following policies based on recommendations from KSB School Law: 2008 Meetings, 2010 Preparation for Board Meetings, 3003.1 Bidding for Construction, 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds, 30012 School Meal Program and Meal Charges, 2057 Title IX, 4056 Resignation of Certificated Staff, 5012 Testing and Assessment Program, 6021 District Criteria for Selected Evaluators to Be Used for Special Education Evaluation and Verification and Independent Educational Evaluations.
    - 6.2.4. Consider, discuss, and take all necessary action on renewing the golf coop with Cross County for the 2022-2023 and the 2023-2024 school years.
7. Discussion Items

- 7.1. Review and consider amendment of the following policies: 6014 School Attendance on days of Scheduled Activities, 6025 Student Cell Phone and Other Electronic Devices, 6005 Academic Credits and Graduation, 5032 Closed Campus, 5039 Fundraising Activities
- 7.2. Projected participation numbers for boys and girls
- 7.3. Discuss a potential baseball coop with Twin River.
- 7.4. Behavioral Health Point of Contact. LB 852 has required that all schools have a Behavioral Health Point of Contact that must have knowledge of community behavioral health service providers and other resources available to students and families. This person must be reported to NDE before each school year begins.

Also, schools must provide Mental Health First Aid Training for teachers and other employees. The State intends to fund the program with lottery funds.

LB 1112 Computer Science and Technology Education is required for elementary and middle schools. High Schools require a minimum of 1 semester of Computer Science instruction for graduation. Beginning in 2025, a computer science and technology education status report is required to be presented to the board of education and to NDE.

- 7.5. Discuss Lunch Prices for the 2022-2023 School Year.
8. Next Meeting Dates and Times
  - 8.1. Regular meeting July 11, 2022, 6:00 PM at the Osceola Middle/High School Media Center.
9. Adjournment

## **Jeffrey Elementary**

June 13, 2022

Brett Webster

- Classroom moves are ahead of schedule.
- Mr. Breckner and I went to the ESU to start looking at changing our evaluation tool.
- Meeting with a couple small committees of teachers to discuss 2022/23 events.
- Multicultural/Technology Reports are also attached.

## Multicultural Report 2021 - 2022

Stephanie Sterup

Many stories that are in the reading series Sidewalk are about many different cultures. The stories talk about their food, clothes, and holidays. We also discussed Martin Luther King, Rosa Parks, and Harriet Tubman.

### Kindergarten Multicultural Report

We started the year right away by talking about the importance of kindness and accepting others' differences. We read the story "Each Kindness" by Jacqueline Woodson, which describes the story of a young girl who moves to a new school and the other students avoid her because she is different from them. It is a very hard-hitting, emotional story, but the kids really start to understand that their interactions with others are so important. We also start the year talking about how all of us learn in different ways. I usually give the example that if three kids get hurt on the playground, one scrapes their knee, one breaks their arm, and one has a splinter. I ask them if I should give them all Band-aids to make their injury better. They say no, and we talk about how school is the same way, sometimes other kids will get to do different activities or read different stories based on what they need to succeed.

Throughout the year, we have multiple exposures to different cultures and ethnic groups that tie in with the kindergarten state standards. We celebrate Black History Month by learning about African American Heroes such as Rosa Parks, Martin Luther King Jr., and Jackie Robinson. I had the kids dive a little deeper and explore books on different African American Heroes so they could connect to someone that is similar to them and their interests.

We celebrate different holidays during the year to recognize different cultures, especially during the winter months where we talk about Christmas around the world. This year, we participated in the Samaritan Purse Operation Christmas Child, where we collected items to fill shoeboxes that would serve as Christmas gifts for a child in a different country. We were able to track our shoebox, and then find out what country the shoebox made it, too. We learned that our shoebox made it to Mexico, so we talked about what a life for a child in Mexico might look like.

The main focus in kindergarten, in regards to multicultural education, is acceptance. It is always a struggle, but we work to make sure we include everyone, not just on the

playground, but at lunch, in the classroom, and at home or in the community. Teaching problem solving strategies is important, and personally, I believe that it is crucial to make sure the student is trying to resolve their problem with another student *before* walking away. If students are walking away or avoiding their problems with other people, they are not showing kindness, empathy, or love towards their neighbor. Those are qualities that I would like to see in my kindergarteners.

### **Multicultural Activities in First Grade**

Throughout the school year my weekly lesson plans often revolve around a holiday for a “special day” to commemorate an important event.

Literature is one of the many ways that I incorporate multicultural education into the first grade curriculum during story time. By sharing a favorite book with the class this introduces and enhances the multicultural event of the month.

The students are also engaged in meaningful learning with correlating enrichment activities that integrate these curriculum content areas: Reading, Writing, Social Studies, Science, Math, Music, and Art. I also emphasize critical thinking skills and cooperative learning. Songs, poetry, games, recipes, and patterns are some ways that give them a multicultural experience. Listed below are the multicultural activities the 1<sup>st</sup> graders are exposed to:

September- Labor Day (Careers)

October- Columbus Day

November- Veteran’s Day

Thanksgiving (Study of Native Americans/Pilgrims)

December- Christmas Around the World

January- Martin Luther King Jr.

March- St. Patrick’s Day

May- Cinco de Mayo

### **OSCEOLA PUBLIC SCHOOLS Multicultural Education Report Form**

1. Date of Occurrence:

**May 16**

1. Nature of occurrence:

We went on a field trip to Stuhr Museum where the students learned about the Pawnee Indians' culture, their two types of homes, the different ways they used the buffalo, the tools and clothing they made, and the roles of the men, women, and children. The students got a true feeling of what it was like to live long ago as a Pawnee Indian and what types of measures they had to take in order to live and survive. They also learned about their language, the roles of the men and women, the role of the buffalo, and the types of homes they lived in. They were given the opportunity to learn some sign language as well as practice the picture writing the Native Americans used.

Nicci Kropatsch

#### Multi-Cultural Report for Third Grade

During the month of February, Black History month, students listened to many books involving important people such as Martin Luther King, Jackie Robinson and Rosa Parks.

Literature books read to the third graders were about a variety of different cultures. Students' reading textbook includes characters from different cultures. One entire unit focused on different cultures. Stories compared the 2 different cultures one family shared with a mother from Spain and a father from Lebanon.

Story problems in the students' math books use names from different cultures.

## Jeffrey Elementary's Internet Safety Report 2021-2022

All students kindergarten - 5th grade were taught internet safety during their tech times each week. Grade level specific lessons and activities were taught during the months of August and September. The lessons were taken from the web based Common Sense Education: digital-citizenship. These are the core ideas covered within the program:

- 1) Media Balance & Well-Being
- 2) Privacy & Security
- 3) Digital Footprint & Identity
- 4) Relationships & Communication
- 5) Cyberbullying, Digital Drama, & Hate Speech
- 6) News & Media Literacy

Here is how Common Sense explains their program:

*"Designed and developed in partnership with Project Zero at the Harvard Graduate School of Education -- and guided by research with thousands of educators -- each digital citizenship lesson takes on real challenges and digital dilemmas that students face today, giving them the skills they need to succeed as digital learners, leaders, and citizens tomorrow."*

[\\*https://www.commonsense.org/education/digital-citizenship](https://www.commonsense.org/education/digital-citizenship)

**Board of Education Regular Meeting**  
Middle School/High School Media Center  
565 S. Kimmel  
Osceola, NE 68651-0198  
May 9, 2022 @ 5:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on April 28, 2022. This notice was also published in *The Polk County News* on the same date. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Boruch called the regular meeting to order at 5:02 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Jennifer Boruch:	Present	Daisy Naber:	Present
Jena Mentink:	Absent	Michael Neujahr:	Present
Anthony Mestl:	Present	Eric Yungdahl:	Absent

Also present were Superintendent Jason Lavaley, Principal Brent Breckner, Principal Brett Webster, Debra Berry, and NASB representatives, Kari Stephens and Marcia Herring.

2.3. Excuse Board Members Who Are Absent

To excuse Jena Mentink and Eric Yungdahl passed with a motion by Michael Neujahr and a second by Anthony Mestl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

3. Approval of Agenda

To approve the agenda as written passed with a motion by Michael Neujahr and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

4. Recognition of Visitors/Communications from the Public

There were no patrons present.

5. NASB will present findings from the needs assessment and strategic oversight framework to the Board and public.

NASB representatives, Kari Stephens and Marcia Herring, gave a review of the findings from the two strategic planning meetings held during the month of March 2022. Some of the topics

discussed were student learning opportunities, climate and culture, facilities, community engagement, staffing needs, personnel effectiveness, curriculum, and finances.

Board member, Jena Mentink, arrived at 5:43 PM.

## 6. Reports

### 6.1. Principals Reports

#### 6.1.1. Elementary Report

Elementary Principal Brett Webster gave his oral and written report about: a lot of good improvement was seen during state testing; 87% of students were at the benchmark in Acadience Testing; the AR field trip to an Omaha Storm Chasers baseball game was fun; Girls on the Run 5K was a success; PreK promotion is scheduled for May 13<sup>th</sup>; the last day of school for the Elementary is May 17<sup>th</sup>; and a lot of youth camps are available for students this summer which include sports, Vacation Bible School, Osceola Public Library programs, Young Patriots, and 4H.

Thank you, Mr. Terry Anderson, for helping with the students at the Omaha Storm Chasers baseball game!

Thank you, Mallory Zelasney, Jenni Osbourne, and Sadie Sunday, for your hard work to make the Girls on the Run 5K a success!

#### 6.1.2. MS/HS Report

Middle/High School Principal Brent Breckner gave his oral and written report about: the Senior Skip Day was in Omaha; the Juniors took the ACT; the Sophomores and Freshmen took the Pre ACT; grades 6 – 8 will be taking a field trip to the Omaha Zoo; Academic Honors Night is scheduled for May 10<sup>th</sup>; District Track will be held May 12<sup>th</sup>; Graduation is May 14<sup>th</sup>; 8<sup>th</sup> Grade Promotion is slotted for May 18<sup>th</sup>; and the last day of school is May 18<sup>th</sup>.

## 6.2. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: planting grass on the football field and discus area on the track field: possible replacement of the lawn mower; buying computers for the 2023-2024 school year through the Emergency Connectivity Fund; upcoming NASB events; graduation is May 14<sup>th</sup>; Elementary's last day of school is May 17<sup>th</sup>; Middle/High School's last day of school is May 18<sup>th</sup>; teachers' last day of school is May 19<sup>th</sup>; and State Track is May 20<sup>th</sup> and 21<sup>st</sup>.

## 6.3. Board Reports

There were no board reports.

## 7. Action Items

### 7.1. Consent Agenda

The approval of the consent agenda passed with a motion by Daisy Naber and a second by Michael Neujahr.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

7.1.1. Approval of the Previous Meeting's Minutes

7.1.2. Treasurer's Report

7.1.3. Payment of general fund claims in the amount of \$360,659.56

7.2. Consider, discuss, and take all necessary action to accept a quote for concrete work on the High School entry and sidewalk to the North Gym.

To accept the bid from Boruch Masonry for concrete work on the Middle/High School entry and the sidewalk to the North Gym passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Abstain (With Conflict), Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

7.3. Consider, discuss and take all necessary action on bid from Hiland Dairy.

To accept Hiland Dairy's contract for milk delivery services for the 2022-2023 school year passed with a motion by Anthony Mestl and a second by Michael Neujahr.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

7.4. Consider, discuss, and take all necessary action on trading in our current mower and purchasing a new one from Klein Blue River Power. The cost will be \$8,600 after trade-in.

To consider trading in the current lawn mower, then purchasing a new mower from Klein Blue River Power for \$8,600.00 after trade-in passed with a motion by Michael Neujahr and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

7.5. Consider, discuss and take all necessary action to approve renewal of nurse contract with Polk County Health Services.

To renew the Polk County Health Service nurse's contract for the 2022-2023 school year passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jena Mentink: Abstain (With Conflict), Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

7.6. Consider, discuss and take all necessary action to set activity prices for the 2022-23 school year.

To keep current activity prices of \$4/student and \$5/adult for the 2022-23 school year to match Crossroad Conference pricing passed with a motion by Daisy Naber and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

## 8. Discussion Items

### 8.1. Annual Report to the Community

Superintendent Jason Lavaley reviewed with the Board the annual report to the community. Some items included in the discussion were school improvement, curriculum, graduation rates, assessments, staff demographics, and ethnicity and student profiles.

8.2. Discuss renewal of the wrestling coop with Cross County.

Cross County Community Schools and Osceola Public Schools are reviewing the wrestling co-op for the 2023-2024 school year.

8.3. Discuss renewing the Golf Coop with Cross County for the 2022-2023 and 2023-2024 school years.

The golf co-op with Cross County Community Schools for the 2022-2023 and the 2023-2024 school years was discussed.

8.4. Discuss a possible baseball coop with Twin River.

Superintendent Jason Lavaley informed the Board about information gathered on a possible baseball co-op with Twin River Community Schools.

8.5. Discuss the state of the Crossroads Conference.

The Crossroads Conference had a regularly scheduled meeting where the Superintendents talked about the state of the conference if Friend Public Schools co-ops sports with Exeter-Milligan Public Schools.

9. Next Meeting Dates and Times

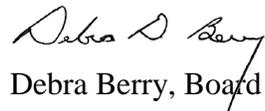
9.1. Regular meeting June 13, 2022, 6:00 PM at the Osceola Middle/High School Media Center.

10. Adjournment

To adjourn the meeting at 7:45 PM passed with a motion by Jennifer Boruch and a second by Daisy Naber.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

Respectfully submitted,



Debra Berry, Board Secretary Appointed

**Board Report – Monthly  
GENERAL FUND**

Posted - All; Processing Month 06/2022

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
34177	APPLE, INC.	IPADS/LAPTOPS	26,095.00
34178	BURG AUTO REPAIR, INC.	TIRE REPAIR	72.45
34179	CENGAGE LEARNING, INC.	TEXTBOOKS	1,000.13
34180	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	1,845.02
34181	CONTROL SERVICES, INC.	SERVICE CONTRACT	1,242.84
34182	EDUCATIONAL SERVICE UNIT #7	JOHN BAYLOR TEST PREP	1,408.00
34183	ELECTRONIC CONTRACTING COMPANY	SHOOTER DETECTION SYSTEM SUPPORT	7,650.00
34184	ESSENTIAL SCREENS	BACKGROUND CHECK SUPPORT	98.94
34185	ESTECH SYSTEMS, INC.	PHONE SERVICES	98.84
34186	ESU #7 SPECIAL EDUCATION DEPT	BEHAVIORAL SERVICES	13,607.75
34187	FRONTIER COOPERATIVE COMPANY	FUEL	7,732.95
34188	GARY'S PLUMBING, LLC	SUPPLIES	749.53
34189	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	2,501.53
34190	GRAINGER	MOTOR	266.80
34191	HOLTHUS CONVENTION CENTER	STAGE FOR GRADUATION	150.00
34192	JACKSON SERVICES, INC.	RUG SERVICE	151.70
34193	KSB SCHOOL LAW	2022 ANNUAL POLICY UPDATE	1,000.00
34194	MATHESON TRI-GAS, INC.	SUPPLIES	35.58
34195	MID-AMERICAN RESEARCH CHEMICAL	GYM FLOOR REFINISHING	4,468.80
34196	MIDWEST CONNECT	POSTAGE MACHINE SUPPLIES	223.00
34197	NEBRASKA AGRICULTURAL EDUCATION ASSOCIATION	RENEWAL OF PROFESSIONAL FEES	235.00
34198	NEWZBRAIN EDUCATION	2022-2023 SUBSCRIPTION	299.00
34199	OPTUM	FLEX PLAN FUNDING	450.00
34200	OSCEOLA IMPLEMENT & SUPPLY, INC.	SUPPLIES	360.30
34201	POLK COUNTY HEALTH DEPARTMENT	NURSING SERVICES	680.00
34202	POLK COUNTY NEWS	PRINTING	103.07
34203	POLK COUNTY RPPD	ELECTRICITY	12,277.31
34204	POSTMASTER	BOX RENTAL	130.00
34205	PRESTO-X, A RENTOKIL COMPANY	PEST CONTROL	159.24
34206	PYRAMID SCHOOL PRODUCTS	SUPPLIES	120.57
34207	SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC	SPEECH SERVICES	4,017.30
34208	SCHOOL SPECIALTY, LLC	SUPPLIES	653.02
34209	SHELBY LUMBER CO., INC,	SUPPLIES	67.68
34210	SPORT SAFE TESTING SERVICE, INC.	RANDOM DRUG TESTING	510.00
34211	SYMMETRY ENERGY SOLUTIONS, LLC	NATURAL GAS	9,549.84
34212	TEACHER INNOVATIONS, INC.	SOFTWARE FOR LESSON PLANS	54.00
34213	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48

**Board Report - Monthly**

Posted - All; Processing Month 06/2022

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
34214	WINDSTREAM	STATE INTERNET CONTRACT	<u>325.40</u>
<b>Checking Account Total:</b>			<b>100,495.07</b>
<u>Checking</u>		4	
2184	OSCEOLA FOOD MART	SUPPLIES	270.44
2169	SPORT SAFE TESTING SERVICE, INC.	RANDOM DRUG TESTING	<u>510.00</u>
<b>Checking Account Total:</b>			<b><u>780.44</u></b>
<b>TOTAL CHECKS &amp; PREPAIDS</b>			<b>101,275.51</b>
<b>EXTRA MAY PAYROLL</b>			<b>142.77</b>
<b>TOTAL JUNE PAYROLL</b>			<b><u>258,760.20</u></b>
<b>GRAND TOTAL</b>			<b><u>360,178.48</u></b>

**Board Report - Monthly**

**BOND FUND**

Automatic Payment; Fund Number 07; Processing Month 06/2022

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
6	BOK FINANCIAL, NA	REDEMPTION OF PRINCIPAL/INTEREST	408,643.75
5	PINNACLE BANK - OSCEOLA	WIRE FEE FOR BOND PAYMENT	<u>15.00</u>
<b>GRAND TOTAL:</b>			<b><u>408,658.75</u></b>

**GUARANTEE TRUST LIFE INSURANCE COMPANY**

Glenview, Illinois

**Application For Student Accident Insurance**

Name of

Policyholder: Osceola School District #19

Address: 565 South Kimmel Street Osceola NE 68651  
Street City State Zip County

Junior/Middle High Schools consist of grades 6-8 Senior High Schools consist of grades 9-12

Total District enrollment \_\_\_\_\_ Please attach a list of all schools in the District.

Policy Number: 264-125-075-F

**STUDENT ACCIDENT COVERAGE**

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is 8/16/2022. The termination date shall be 5/19/2023, which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is \_\_\_\_\_. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

**FOOTBALL ONLY ACCIDENT COVERAGE**  **IN EFFECT**  **NOT IN EFFECT**

Interscholastic Football Only Accident Coverage becomes effective on 8/1/2022 and terminates at the end of its season, as determined by the State High School Athletic Association. Spring Practice begins on -. Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Only Accident Coverage will be null and void unless Student Accident Coverage is offered by the school authorities to all students in all schools of the Policyholder.

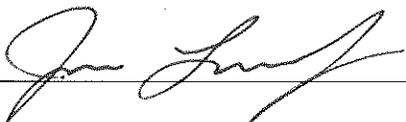
The Student Accident Insurance Policy will cover those students who pay the required premium as shown below:					
COVERAGE	GRADES	PREMIUMS	COVERAGE	GRADES	PREMIUMS
24-Hour	PK-12	\$180.00/\$365.00	Football	9-12	\$250.00/\$500.00
School-Tim	PK-8	\$50.00/\$100.00			
School-Time	9-12	\$75.00/\$150.00			

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the Policyholder.

**The following notices are applicable where stated:**

**ALL OTHER STATES, except NEW HAMPSHIRE:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete, or misleading information may be guilty of insurance fraud and subject to criminal and civil penalties.

All documents that form our insurance relationship will be provided to you in electronic format, unless otherwise requested.

Authorized Signature:  Date: 5/16/2022

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please provide an email address to receive supplies electronically: \_\_\_\_\_

**PARTICIPATING ORGANIZATION APPLICATION**



Application is hereby made for a Catastrophic Student Accident Insurance Plan based on the following statements and representations.

Applicant (Name of School/District):

**Osceola Public Schools**

**Mailing Address:**

Street Address:

**565 Kimmel**

**565 Kimmel**

City, State, Zip:

**Osceola, NE 68651**

**Osceola, NE 68651**

Taxpayer ID# (if applicable):

If the Applicant is a School District, please attach the list of schools to be insured. (ON BACK SIDE IF ADD'L SPACE IS NEEDED)

It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Term: August 1, 2022 to August 1, 2023

Requested Policy Term, if other than August 1, 2022 to August 1, 2023: \_\_\_\_\_

**Class(es) of Eligible Persons**

The Applicant named above elects to provide coverage to the Class(es) of Eligible Persons checked below. Do not elect Class 3, if Class 2 is elected.

CHECK ALL THAT APPLY

- CLASS 1: All student athletes, student managers, student trainers, student coaches, cheerleaders and band members who participate in school sponsored and supervised interscholastic athletic activities.
- CLASS 2: All students, from pre-kindergarten through the twelfth grade, while they are attending regularly scheduled classes and taking part in all school-sponsored and supervised activities including off-season athletic training and conditioning, except interscholastic athletics. (Includes Class 3 students, if Class 2 students are covered under the Policy)
- CLASS 3: All students who participate in all school-sponsored and supervised extracurricular non-athletic activities and clubs.

**Premium Rates:**

**Number of Insureds**

X

**Rate**

=

**Premium**

**Class 1** ..... 65 X **\$3.25** = **\$ 211<sup>25</sup>**

Please list grades to be covered 7-12

**Class 2** ..... 242 X **\$1.20** = **\$ 290<sup>40</sup>**

Please list grades to be covered PK-12

**Class 3** ..... X **\$0.40** = **\$ \_\_\_\_\_**

Please list Class 3 activities and clubs to be covered \_\_\_\_\_

(ADD'L SPACE OTHER SIDE)

**TOTAL PREMIUM**

(Subject to minimum premium of \$500)

**\$ 501<sup>65</sup>**

Please include premium check with this Application, mail and make payable to: **STUDENT ASSURANCE SERVICES, INC.**

**FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature of Authorized Person:

Title: 5/16/2022

Please Print Name: Jason Lavaley

email: jlavaley@osceola.esu7.org

Signed at: \_\_\_\_\_  
City State

Telephone: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed by Licensed Resident Agent \_\_\_\_\_  
(Where Required by Law)

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

## **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 Polk County News 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**

**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, check, credit card, or ACH payment. Electronic or e-fund payments are also available through a link on the school district's website.

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

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

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

### OPTION A

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

### OPTION B

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

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

### **OPTION C**

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

### **OPTION D**

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

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

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

### **Collection of Delinquent Meal Charge Debt**

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

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

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

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

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

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

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

**1. Title IX Coordinator**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

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

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

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

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

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

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

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

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

**Commented [C3]:** See 2022 Updates to VAWA.

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

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

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

2.6.6.2. suffer substantial emotional distress.

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

responsible for coordinating the effective implementation of supportive measures.

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

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

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

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

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

relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006.

4. **Response to Sexual Harassment**

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

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

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

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

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

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

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

### 5.1. **General Requirements.**

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

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

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any

person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.
  - 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
  - 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
    - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
    - 5.1.4.2.2. The scope of the district's education program or activity;
    - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
    - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
  - 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.2.

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

## 5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

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

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

## 5.3. **Dismissal of Formal Complaint.**

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

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

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

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

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

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

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

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

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

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

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

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

to the singular "party," "complainant," or "respondent" include the plural, as applicable.

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

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

proceedings, as long as the restrictions apply equally to both parties;

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

## **5.6. Determination Regarding Responsibility**

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

**5.7.5.6.2. Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness,

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

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

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

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

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

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

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

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

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

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

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

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

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

~~5.9~~~~5.8.~~ **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

~~5.9.1~~~~5.8.1.~~ **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

~~5.9.2~~~~5.8.2.~~ **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of

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

~~5.9.2.1~~~~5.8.2.1~~. Procedural irregularity that affected the outcome of the matter;

~~5.9.2.2~~~~5.8.2.2~~. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

~~5.9.2.3~~~~5.8.2.3~~. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

~~5.9.3~~~~5.8.3~~. As to all appeals, the district will:

~~5.9.3.1~~~~5.8.3.1~~. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

~~5.9.3.2~~~~5.8.3.2~~. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

~~5.9.3.3~~~~5.8.3.3~~. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

~~5.9.3.4~~~~5.8.3.4~~. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

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

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

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

5.10.1.5.9.1. Provides to the parties a written notice disclosing:

5.10.1.1.5.9.1.1. The allegations;

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

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

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

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

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

5.11.5.10. **Recordkeeping.**

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

~~5.11.1.1~~5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

~~5.11.1.2~~5.10.1.2. Any appeal and the result therefrom;

~~5.11.1.3~~5.10.1.3. Any informal resolution and the result therefrom; and

~~5.11.1.4~~5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

~~5.11.2~~5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

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

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

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

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

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

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

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

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

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each

sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

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

9. **Certain Different Treatment on the Basis of Sex Permitted.**

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

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

10.1. **Specific Circumstances.**

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

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

responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

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

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

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

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

**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 15<sup>th</sup> 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: \_\_\_\_\_

## 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 following 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 [NOTE TO BE DELETED: insert mileage that is appropriate to your district's geographic location.] miles of the building of the district where the child attends when driving by ordinary public roadways., except [include here any exceptions to these criteria necessary for specific assessments which the district would not obtain within the indicated area. Based on feedback from ESU Special Education Directors statewide, these exceptions might include the following: vision-related evaluations (\_\_\_\_ miles); evaluations for severe autism spectrum disorder (\_\_\_\_ miles); evaluations for severe psychiatric disorders (\_\_\_\_ miles); evaluations for significant or atypical orthopedic disorders (\_\_\_\_ miles); threat assessments (\_\_\_\_ miles); profound hearing impairments (\_\_\_\_ miles). You should specifically identify such assessments after consulting with your special education or educational service unit staff, and include those and their relevant mileage range. If no assessments would require a deviation from this area, simply conclude this paragraph after the word "roadways."]~~
2. \_\_\_\_\_
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: \_\_\_\_\_



## NEBRASKA SCHOOL ACTIVITIES ASSOCIATION GUIDELINES FOR COOPERATIVE SPONSORSHIP

### Purpose:

The philosophy of the Nebraska School Activities Association is to provide an opportunity for high school students to participate in a variety of athletic and non-athletic activities. Through cooperative sponsorship, the opportunity for student participation will be maintained, or increased, by permitting students who do not have a program available in their school to go to another school for athletic and non-athletic activity participation. The problem of declining enrollment, the inherent financial ramifications of supporting the cost of the program, the lack of facilities and equipment, and the problem of providing quality coaching staff when the number of teaching positions is reduced, make cooperative sponsorship desirable.

Schools will not be permitted to use cooperative sponsorship to gain an advantage over other member schools.

### Guidelines:

1. A maximum of four schools may combine and form a cooperative program.
2. The combining schools must be in the same geographical area, and the school districts must be contiguous or all schools located in the same school district. If a school has attempted to cooperatively sponsor a program with a contiguous district and was denied, the contiguous requirement may be waived.
3. **The cooperative sponsorship agreement shall be for a minimum of two years.**  
The cooperative agreement may be voided at any time by mutual agreement of both/all schools **and approval by the Board of Directors.** No other cooperative agreement in the same activity may be made with another school until the original two-year period elapses.
4. The cooperative agreement will be for each activity. A school may have a cooperative agreement with one school in a particular activity and with another school in another activity.
5. Where there is an absence of an effective program in one school, a cooperative program may be established, provided a need is shown to the Board of Directors. Examples which may constitute need are: 1) insufficient numbers; 2) lack of staff; and 3) lack of facilities.
6. In multi-school districts, the central administration must designate the schools which may request permission to cooperatively sponsor activities.
7. If a school in one district wishes to join with a school in a multi-school district in a cooperatively sponsored activity, the school must join with the nearest high school in the multi-school district which offers the activity.
8. If a school previously has offered a program in an activity and there has been no significant decrease in high school enrollment, the school would not be permitted to participate in a cooperative program.
9. If a school has previously played eleven-man football and has sufficient interest and enrollment for eight-man football, the school would not be permitted to cooperatively sponsor football with another school. If two/three schools which have previously played six-man football agree to cooperatively sponsor football, the cooperative team may continue to play six-man football if the enrollment requirement is met. If two/three schools which have previously played eight-man football agree to cooperatively sponsor football, the cooperative team may play eight-man football if the combined enrollment of the schools is less than 83.
10. If, through a cooperative sponsorship, the number participating in a program in either school would be reduced, the request would not be approved.
11. The enrollment (grades 9, 10, and 11, as taken from the forms sent to the NSAA office for classification purposes) of all of the schools entering into a cooperative sponsorship will be combined to determine the class in which the combined program will participate. Each school will continue to participate in its class in all activities except where the cooperative sponsorship applies.
12. All schools of a cooperative program are required to pay the yearly registration fee.

### Problems Schools Need to Resolve Before Entering Into a Cooperative Program:

1. If you already have a program, are students from another school going to replace students from your community? *Possibly or likely if numbers are high.*
2. Who will pay the cost of equipment and travel? *Split.*
3. How will gate receipts be dispersed? *Osceola*
4. Who is responsible for the cost of travel to and from practice? *Both in charge of own students.*
5. Where will practice be held? *Osceola Golf Course*
6. Where will contests be played? *Osceola + other invites*
7. Which school's identity will be used? Mascot, colors, etc. *CCO will be name. Mascot: Maverick*
8. Are local eligibility rules, lettering guidelines, etc., the same at both/all schools? *Each school has own rules or other*
9. Selection of cheerleaders. Who's eligible? *No cheerleaders*
10. Will activity tickets and/or season tickets be honored? *Yes*
11. How will coaches be employed and paid? *Head coach from Osceola*
12. Insurance. *Both cover*
13. If students are combined for girls basketball, for example, the boys' teams may be assigned to different districts--possibly even different classes. *N.A.*
14. Expenses for facilities, lights, heating, showers, towels, laundry, etc., including maintenance of practice and playing facilities. *Split cost for H.S. membership @ Osceola*
15. Expenses for scouting, coaches' meetings, etc. Who is responsible? *Split.*
16. Contracts with other schools, officials, etc. *N.A.*
17. Responsibilities for hosting and supervising events. *Osceola will continue to host own invite*
18. Resolution of disputes. *A.D.s + Supts from both schools will meet.*
19. Which school will handle eligibility?

*↳ Each school handles eligibility issues with their students.*

### Application:

1. The application form, available from the NSAA office, must be completed by both/all schools and submitted to the NSAA. A copy of the action item from your Board of Education minutes, stating the application was approved, must be attached.
2. Applications are to be initiated by both/all Boards of Education. If possible, the applications should be made by April 1 preceding the year in which the cooperative agreement is to be implemented. **If it is not possible to submit the application by April 1, the applications must be submitted prior to district assignments being made. These dates are, June 1 for fall activities, September 1 for winter activities and January 1 for spring activities.**
3. Member schools may apply for cooperative sponsorship in any activity recognized by the NSAA.
4. To renew an existing cooperative program, the Superintendents of the schools involved must submit a "Cooperative Program Renewal Agreement" form. It must be submitted to the Board of Directors (by June 1 for fall activities, September 1 for winter activities or January 1 for spring activities) preceding the school year or season in which the coop program is to be implemented.
5. When completing the application form, be specific when listing the activities. Example: boys' and/or girls' cross country rather than cross country.
6. Be specific when giving the school year(s) for the coop program.

### **KEY FOR ACTIVITY ABBREVIATIONS (see next page)—**

FB6-Football 6-man  
FB8-Football 8-man  
FB11-Football 11-man  
VB-Volleyball  
BCC-Boys Cross Country  
GCC-Girls Cross Country  
GGO-Girls Golf  
BTE-Boys Tennis  
GSB-Girls Softball

PP-Play Production  
SP-Speech  
DEB-Debate  
VMU-Vocal Music  
IMU-Instrumental Music  
J-Journalism  
WR-Wrestling  
BBB-Boys Basketball  
GBB-Girls Basketball

BSW-Boys Swimming  
GSW-Girls Swimming  
BA-Baseball  
BTR-Boys Track  
GTR-Girls Track  
GTE-Girls Tennis  
BGO-Boys Golf  
BSO-Boys Soccer  
GSO-Girls Soccer



# CROSS COUNTY COUGARS

1270 123rd Road  
PO Box 525  
Stromsburg, NE 68666-0525  
402-764-5521

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## AGREEMENT FOR COOPERATIVE SPONSORSHIP:

[Guidelines for Cooperative Sponsorships \(PDF\)](#)

Is this a **NEW** Cooperative Sponsorship or a **RENEWAL** of an existing Cooperative Sponsorship?

NEW  RENEWAL

This Agreement is made between/among the School Boards of:

School District No.  Osceola  Nebraska and  
School District No.  Cross County  Nebraska and  
School District No.  Select School  Nebraska and  
School District No.  Select School  Nebraska.

The parties agree as follows:

- Joint Application.** The above-named governing boards shall jointly make an application to the Nebraska School Activities Association (NSAA) Board of Directors before (July 1 for fall activities, September 1 for winter activities or January 1 for spring activities) 2020, for approval for cooperative sponsorship of a joint high school program.

*Please check the activity or activities for which the above-named governing boards are applying for cooperative sponsorship.*

FALL	<input type="checkbox"/> FB6	<input type="checkbox"/> FB8	<input type="checkbox"/> FB11	<input type="checkbox"/> VB	<input type="checkbox"/> BCC	<input type="checkbox"/> GCC	<input type="checkbox"/> GGO	<input type="checkbox"/> BTE	<input type="checkbox"/> SB	<input type="checkbox"/> UBO
WINTER	<input type="checkbox"/> BSW	<input type="checkbox"/> GSW	<input type="checkbox"/> WR	<input type="checkbox"/> BBB	<input type="checkbox"/> GBB	<input type="checkbox"/> BBO	<input type="checkbox"/> GBO	<input type="checkbox"/> PP	<input type="checkbox"/> SP	<input type="checkbox"/> DE
SPRING	<input type="checkbox"/> BA	<input type="checkbox"/> BTR	<input type="checkbox"/> GTR	<input type="checkbox"/> GTE	<input checked="" type="checkbox"/> BGO	<input type="checkbox"/> BSO	<input type="checkbox"/> GSO	<input type="checkbox"/> UTR		
OTHER	<input type="checkbox"/> VM	<input type="checkbox"/> IM	<input type="checkbox"/> JO							

hereinafter "combined program," for students attending the above-named schools for years:

- 2020-2021
- 2021-2022
- 2022-2023

(Check all school years to be covered. Cooperative Sponsorship Agreements must be for a minimum of two years.)

- Purpose.** The purposes for the above-named boards agreeing to apply for authority to cooperatively sponsor the combined program are as follows: (Specify conditions which have prompted the Boards to agree.)

a.

Low participation, especially at Cross County.

b.

The desire to continue offering golf in spring.

c.

Best utilize available coaching.

d.

Desire to field a more competitive golf team

- 3. **Agreement to Cooperate.** If the joint application is approved by the NSAA Board of Directors, the above-named governing boards agree that they will cooperatively sponsor the combined program in the school years specified, provided that nothing in this provision shall be deemed to require that the governing boards offer that combined program at all in any particular year.
- 4. **Terms and Conditions of Cooperative Sponsorship.** Any combined program shall be cooperatively sponsored upon the following terms and conditions:

a. **Team Name, Mascot and Team Colors.** The team shall be known as (Name) CCO, (Mascot) Mavericks?, with School District No. \_\_\_\_\_ serving as host school district. The team colors are Orange / W. Blue.

b. **Contracts.** Except as otherwise provided herein, contracts related to the cooperatively sponsored team with groups such as referee associations, with individuals, or with other schools or school districts, shall be made by the governing board of School District No. \_\_\_\_\_, after consultation with the governing board of the cooperating school district. **In the event this co-op qualifies for reimbursement for any state championships, the check should be written to the head school.**

c. **Allocation of Costs.** All costs of the combined program shall be allocated between/among the parties in the manner indicated below for each expenditure category listed:

I. Expenses for transportation, including daily transportation of participants to and from practice sessions and contests. (Specify method of allocation.)

Golf meets, split costs.  
Practice -> Both schools in charge of getting kids to practice.

II. Expenses for transportation to "away contests." (Specify method of allocation.)

Split cost.

III. Expenses for spectator buses. (Specify method of allocation.)

N.A.

IV. Expenses for facilities, lights, heating, showers, towels, laundry, etc., of the host school, including maintenance of practice and competitive facilities. (Specify method of allocation.)

Split cost of H.S. spring membership at Osceola Golf Course

V. Expenses for banquets and awards. (Specify method of allocation.)

Each school maintains individual banquets + awards  
Coach would go to both.

VI. Expenses for scouting, coaches' meetings and workshops. (Specify method of allocation.)

If there is costs, schools will split.

VII. Expenses for payment of referees and other personnel necessary to stage the event. (Specify method of allocation.)

Osceola still hosts own tournament. They will maintain that.

VIII. Expenses for purchasing of supplies and equipment. (Specify method of allocation.)

Split costs for supplies such as golf bags, balls, polos, etc.

IX. Expenses for salary and fringe benefit costs for coaches and other activity personnel. (Specify method of allocation.)

Osceola will provide golf coach.

X. Other expenses. (Specify method of allocation.)

Entry fees to golf meets - split cost.

In the event that the allocation of an expenditure item is not specified above, the costs of that item shall be shared EQUALLY between/among the cooperating parties.

d. Allocation of Gate Receipts. Funds from gate receipts shall be divided by the parties after payment of referees and other personnel in the following manner: (Specify method of allocation.)

Osceola receives any gate or profit from their tournament.

In the event the gate receipts are insufficient to make the payments, the parties shall make up the difference in the following manner: (Specify method of allocation.)

Split away cost.

e. Concessions. The provision of concessions at home contests shall be the responsibility of the home location school, and concession revenues shall not be covered by the provisions of this Agreement unless the parties specifically agree to the contrary herein.

f. Utilization of Resources. Personnel in charge of the program shall make every attempt to utilize the resources of each of the cooperating schools, such as equipment and uniforms.

g. Employment of Personnel.

- I. The head coach of the combined program shall be employed by the school board of School District No. Osceola
- II. Other joint program personnel, if any, shall be employed as follows:

POSITION	EMPLOYER

III. Recommendations for employment of personnel by each board shall be in accordance with the board's policies.

IV. Coaches and other personnel employed by a school district shall meet applicable state requirements.

h. Control and Supervision of Programs and Participants. The control and supervision of a combined program, and of the behavior of student participants in the program, shall be the responsibility of the host school district.

The control and supervision of student participants while in transport to and from the host school district shall be the responsibility of the home school district.

- 5. Interdistrict Advisory Board. An Interdistrict Advisory Board may be formed from members of the schools to work on the improvement of the various co-sponsored programs.
- 6. Resolution of Disputes. Any disputes relating to this Agreement, or items in this Agreement requiring clarification, will be investigated by the school superintendents from each school, and they will present their findings and recommendations to their respective boards.
- 7. Term, Dissolution. The term of this Agreement shall be for school years 2020 and 2021. The Agreement shall terminate at the end of the last school year specified, unless extended by mutual agreement. If the parties determine to extend the Agreement beyond the period specified, they agree to submit a "Cooperative Program Renewal Agreement" form to the NSAA Board of Directors prior to July 1 for fall activities, September 1 for winter activities and January 1 for spring activities, preceding the school year or season in which the co-op program is to be implemented. If the parties determine to dissolve the Agreement at an earlier date, they agree to submit a request in writing from both schools signed by the Superintendent and Board Chairperson prior to July 1 for fall activities, September 1 for winter activities, and January 1 for spring activities. If the early dissolution of the Agreement is not approved, the combined program must be offered cooperatively, or not at all, during the remaining terms of the Agreement.
- 8. Liability Insurance. Nothing contained in this Agreement shall relieve any party to this Agreement from liability for its negligence or that of its officer, agents and employees. Each party shall carry a minimum liability insurance limit in the amount of \$  for any one liability occurrence and carry a minimum aggregate liability insurance limit of \$  for any accumulation of separate liability

occurrences that may occur during the insured policy period. The policy shall name the officers, agents and employees of the other party as named insured. Each party shall provide the other party with a certificate evidencing such insurance coverage.

Save & Continue

**NOTE:** Clicking **Save & Continue** will take you to your school's Resolution Form that will need to be completed **AND** will alert the schools you selected above for this co-op that they need to review this form and complete their portion as well.

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## RENEWALS

If the high schools plan to continue cooperatively sponsor the same program(s) as they sponsored during the preceding school year, the head school should mark "RENEWAL" at the top of the Cooperative Sponsorship Agreement form, and mark the activities and years for which the combined program will be in effect. The superintendent of each high school must then electronically sign their portion of the form before it is submitted to the NSAA.

It will not be necessary for the schools to complete the entire Cooperative Program Application form unless additional programs are added.

The agreement to continue the cooperative program should be approved by the schools' Boards of Education/Governing Bodies, but it is not necessary for members of the Board of Education/Governing Body to sign the agreement. Hopefully, this will save time and simplify the renewal process.

Renewal requests must be received by the NSAA by the applicable renewal dates:

1. June 1 for cooperative programs that will be implemented during the following fall sports season;
2. September 1 for cooperative programs that will be implemented during the following winter sports season; and
3. January 1 for cooperative programs that will be implemented during the following spring sports season.